To attend and participate in this remote meeting of the City of the Village of Douglas City Council, please consider joining online or by phone.

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ZOOM LINK

https://us02web.zoom.us/j/81763696253

Join by phone by dialing:
+1 (312) 626-6799
-or-
+1 (646) 518-9805
Then enter
"Meeting ID":

8176 369 6253

Those who are hearing impaired and require additional accommodations are encouraged to contact (269) 857-1438 or clerk@douglasmi.gov at least 1 week in advance to provide time to accommodate requests.

AGENDA
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
86 W. Center St. – Douglas, MI
January 3, 2022

1. **Call to Order:** Mayor

2. **Roll Call:** City Clerk

3. **Pledge of Allegiance:** Led by Mayor

4. **Consent Calendar:**
   - A. Approval of the January 3, 2022, Agenda
   - B. Approval of the December 20, 2021, Council Minutes
   - C. Approval of Invoices in the amount of $487,057.55
   - D. Approval of the 2022 Council Meeting Schedule
   - E. Resignations, Appointments, Proclamations
     1. Appoint Greg Freeman to Douglas Harbor Authority
     2. Appoint Legislative member to Zoning Board of Appeals

   Motion to approve the Consent Calendar of January 3, 2022 – roll call vote

5. **Public Communication:**
   - A. Verbal (Limit of 3 minutes)
   - B. Written Communications

6. **Unfinished Business:** No unfinished business

7. **New Business:**

   A. Appointment of new Councilmember- Term end 11/2022
      1. Councilmembers will fill out their ballot cards and read their vote when the Clerk calls their name during roll call.

   B. Resolution 01-2022 Approving an Agreement Regarding 137 W. Center Street Commercial Real Estate Lease with Option to Purchase.

   Motion to approve Resolution 01-2022 and award the Request for Proposal to Lease/Purchase of 137 W. Center Street to Ox-Bow School of Art.

   C. Election Bylaw Adoption

   Motion to adopt the procedure into the City of the Village of Douglas City Council by-laws.

8. Reports:

A. Commission/Committee/ Boards

1. Planning Commission
2. Kalamazoo Lake Sewer & Water
3. Downtown Douglas Authority
4. Kalamazoo Lake Harbor Authority
5. Douglas Harbor Authority
6. Douglas Brownfield Authority
7. Fire Board
8. Community Recreation
9. Tri-Community Recycle Committee
10. Tri-Community Bike Trail Group
11. Playground Committee
12. Tree Board Committee

9. Staff Reports:

A. City Manager

10. Public Communications: Verbal (Limit of 3 minutes)

11. Council Comments:

12. Mayor's Report/Comments:

13. Adjournment:

Please Note – The City of the Village of Douglas (the "City") is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Pamela Aalderink, City Clerk, at (269) 857-1438, or clerk@douglasmi.gov to allow the City to make reasonable accommodations for those persons.

MINUTES
THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
86 W. Center St. – Douglas, MI
December 20, 2021, 7:00 P.M.

1. Call to Order: Meeting called to order by Mayor Donovan at 7:0 P.M.

2. Roll Call: Present – Miller, Naumann, North, Seabert, Van Loon, Donovan
   Absent – (vacancy)
   Also Present – City Manager LaBombard, City Clerk Aalderink, Chief Kent, Dept. Public Works Supervisor Zoet, Zoning Director Wikar.

3. Pledge of Allegiance led by Mayor Donovan

4. Consent Calendar:
   A. Approve Agenda for December 20, 2021
   B. Approve Council Minutes for December 6, 2021
   C. Approve Closed Session Minutes of December 6, 2021
   D. Approve Invoices in the amount of $162,847.81
   E. Resignations / Appointments / Proclamations – None reported

   Motion by Seabert, with support from Van Loon, to approve the December 20, 2021, Consent Calendar as presented. Motion carried by unanimous roll call vote.

5. Public Communication:
   A. Verbal (Limit of 3 minutes)
      Stephanie Weiss addressed the dirt on the Wiley St. walk path and questioned if her questions from the last Council meeting would be in the minutes.

   B. Written
      1. Allegan County Safe Harbor – Lori Antkoviak, J.D.
         The Allegan County Safe Harbor is a separate agency that offers services for, and acts as an advocate to, children who are victims of abuse. Safe Harbor offers these services for free, relying on donations to assist with services. In Allegan County alone there are about 200 cases, 50 of these are in the Saugatuck, Douglas, Fennville area. Safe Harbor is currently working on fund collection for a new facility that will serve the entire Allegan County. Interested donors can text 44321 lighting the way or visit Safe Harbor website to donate.

6. Unfinished Business – None

7. New Business

A. Deer Management – Best Practices (Vogel)

Dept. of Public Works Director Vogel has research other municipality deer management systems. The deer population in Douglas seem to be decreasing with the current building taking place on Wiley Road. The DNR does not allow baiting, nor does it allow feeding of the deer by residents. Vogel suggested the best route for the City to take would be planting trees that deter the deer or call for a City hunt.

Council determined the following to enhance Public Awareness:

1. Diseases that deer carry would be listed on the City website.
2. Department Natural Resources number and fine amount would be placed on the City website.
3. Plantings that deter deer would be listed on the City website.
4. Propose a Deer Ordinance

B. Resolution 46 – 2021 - Fee Schedules for Boat Launches

With the increased costs of maintenance and repairs come the need to reconsider the launch fees at the two City owned boat launches. Douglas Harbor Authority recommends the following increases:

1.	Season pass for each launch for non-residents	$75.00
2.	Season pass for each launch for residents	$25.00
3.	Daily passes for each launch site (resident and non-resident)	$10.00

Questions from the Council: How does the City currently address no pay launchers? Should the launches be staffed. Chief Kent stated the percentage of non-payers is quite low.

Motion by North, with support from Van Loon, to accept the Douglas Harbor Authority's recommendation to City Council and approve Resolution 46-2021 adopting the above fee schedule for Schultz Park and Union Street Boat Launch. Motion carried by unanimous roll call vote.

C. Concern – Complaint Log

City Manager LaBombard explained the standard operational measures taken by City staff when a complaint has been received. The complaint is taken, then passed to the appropriate department, and from there the complaint is followed up on. Currently the stats are as follows:

Dept. Public Works	16 complaints received
Planning & Zoning	13 complaints received
City Manager	11 complaints received
Police	4 complaints received
City Engineer	2 complaints received
City Assessor	1 complaint received
City Clerk	1 complaint received

8. Reports

A. Commission/Committee/Boards

1. Planning Commission – Will be addressing Centre Collective in February, and Environmental Standards in January.
2. Kalamazoo Lake Sewer & Water - Has hired a new treasurer. The current storms did minimal damage to the system. Campbell Road is progressing well.
3 Downtown Development Authority – Will be discussing streetscaping and bylaws at their next meeting.
4. Kalamazoo Lake Harbor Authority – No report
5. Douglas Harbor Authority – No report
6. Douglas Brownfield Authority – Held a workshop with PM Environmental
7. Fire board – Exploring Parade safety following the event which took place in Wisconsin.
8. Community Recreation – No report
9. Tri-Community Recycle Committee – Discussed paper gators and looking at reusable water bottles.
10. Tri-Community Bike Trail Group – No report
11. Playground Committee – No report
12. Tree Board – No report

B. Staff Report

1. Police Department – Chief Kent presented the stats for the department. Applauded the speaker from Safe House for all the work they do.
2. Department of Public Works – Working on leaves & brush, going through the Master Project list, purchased a new generator, planted dogwood trees, and discussed Scott's landscape pricing.
3. Planning – Upcoming meetings will include the West Centre PUD, Marine storage discussion, and road/streets in right of way.
4. Treasurer – Report included in packet
5. City Clerk – No report
6. Manager – Continues to watch the COVID numbers within the county. 200 Blue Star Highway work is moving along as well as the Campbell Rd. project. Request for proposals have gone out for Wade's Bayou. City Council will be looking into a Saturday workshop to go over Capital Improvement projects. Discussed written reports for staff rather than presentations at the meetings. Wished all a Merry Christmas & Happy New Year.

9. Public Communication

Stephanie Weiss suggested the City try using a product known as liquid fence for the deer.

10. Council Comments

Council appreciates the work Safe Harbor is doing. Thank you went out to Vogel for his deer report. Wished everyone a Merry Christmas!

11. Mayor's Report / Comments

Thanked everyone for their participation this evening, believing a vast amount of information was covered at this meeting.

12. Adjournment

Motion by Seabert, with support from Van Loon, to adjourn the meeting. Meeting adjourned at 8:25 P.M.

Approved on

Signed: _____
Jerome Donovan, Mayor

Signed: _____
Pamela Aalderink, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on --------. I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ _____
Pamela Aalderink, City Clerk Date

EXP CHECK RUN DATES 01/03/2022 - 01/03/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt
4TH QTR 2021					
42606	AARON MILLER		12/20/2021	01/03/2022	300.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			300.00
12-22-21					
42564	AMY HOWELL		12/22/2021	01/03/2022	200.00
	DHA/KLHA MEETING				
	594-599.000-862.000	RECORDING CLERK			100.00
	244-790.000-862.000	RECORDING CLERK			100.00
4TH QTR 2021					
42609	CATHY NORTH		12/20/2021	01/03/2022	300.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			300.00
12-15-21					
42596	COMCAST		12/15/2021	01/03/2022	360.38
	POLICE OFFICE				
	101-301.000-851.000	TELEPHONE			360.38
204833782467					
42586	CONSUMERS ENERGY		12/15/2021	01/03/2022	44.60
	503 W CENTER - CENTER ST LIGHTS				
	101-463.000-922.000	UTILITIES			44.60
203142950726					
42587	CONSUMERS ENERGY		12/15/2021	01/03/2022	51.58
	250 WILEY SCHULTZ PARK RAMP				
	509-750.000-922.000	UTILITIES			51.58
203409942215					
42588	CONSUMERS ENERGY		12/15/2021	01/03/2022	234.97
	86 W CENTER				
	101-265.000-922.000	UTILITIES			234.97
203409942214					
42589	CONSUMERS ENERGY		12/15/2021	01/03/2022	243.87
	POLICE				
	101-301.000-922.000	UTILITIES			243.87
203765885359					
42597	CONSUMERS ENERGY		12/15/2021	01/03/2022	83.19
	201 WASHINGTON - POINT PLEASANT DOCKS				
	594-597.000-922.000	UTILITIES			83.19
203765885358					
42598	CONSUMERS ENERGY		12/15/2021	01/03/2022	37.50
	177 WASHINGTON - POINT PLEASANT				
	594-597.000-922.000	UTILITIES			37.50

RIS0003875367					
42556	DELTA DENTAL		12/18/2021	01/03/2022	1,510.36
	JAN DENTAL INSURANCE				
	101-170.000-719.000	INSURANCE BENEFITS			69.57
	101-260.000-719.000	INSURANCE BENEFITS			203.36
	101-265.000-719.000	INSURANCE BENEFITS			51.91
	101-301.000-719.000	INSURANCE BENEFITS			609.70
	101-401.000-719.000	INSURANCE BENEFITS			69.57
	101-463.000-719.000	INSURANCE BENEFITS			150.52
	101-751.000-719.000	INSURANCE BENEFITS			48.04
	202-463.000-719.000	INSURANCE BENEFITS			120.15
	202-464.000-719.000	INSURANCE BENEFITS			36.29
	203-463.000-719.000	INSURANCE BENEFITS			132.88
	203-464.000-719.000	INSURANCE BENEFITS			18.37
21-128					
42562	ELF SHACK		12/18/2021	01/03/2022	494.00
	10 CHRISTMAS TREES				
	225-728.000-880.000	COMMUNITY PROMOTION			494.00
MIHOL435809					
42618	FASTENAL COMPANY		12/21/2021	01/03/2022	1,093.84
	HOOD LIGHT/TOOL BATTERYS				
	101-751.000-977.000	EQUIPMENT			1,093.84
PAY APP#1					
42620	FLEIS & VANDENBRINK ENG., INC		12/23/2021	01/03/2022	78,108.67
	CAMPBELL RD IMPROVEMENTS				
	650-000.000-974.000	CONSTRUCTION			78,108.67
12-14-21					
42603	GILLS TREE SERVICE LLC		12/14/2021	01/03/2022	350.00
	GRIND STUMP CLEAN UP MULCH AT 171 UNION ST				
	101-463.000-802.010	CONTRACTUAL FORESTRY			350.00
26795					
42626	HIGH POINT ELECTRIC		12/22/2021	01/03/2022	215.00
	TEST VOLTAGE AND CONNECTIONS TO POLICE STATION				
	101-265.000-802.000	CONTRACTUAL			215.00
01-6968					
42604	HOLLAND EQUIPMENT SERVICES		12/16/2021	01/03/2022	9,250.00
	CAT FORKLIFT				
	660-902.000-979.000	CAPITAL OUTLAY			9,250.00
4TH QTR 2021					
42605	JEROME DONOVAN		12/20/2021	01/03/2022	375.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			375.00
)0SCHULTZNOV21					
42575	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	16.63
	3100 SCHULTZ PARK DR				
	101-751.000-922.000	UTILITIES			16.63
47CENTERNOV21					
42576	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	122.19
	47 CENTER				

	101-301.000-922.000	UTILITIES			122.19
86CENTERNOV21					
42577	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	51.94
	86 W CENTER				
	101-265.000-922.000	UTILITIES			51.94
10MIXERNOV21					
42578	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	46.49
	10 MIXER ST OLD LIBRARY				
	101-265.000-922.000	UTILITIES			46.49
201WASHNOV21					
42579	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	47.20
	201 WASHINGTON				
	594-597.000-922.000	UTILITIES			47.20
37WASHNOV21					
42580	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	182.81
	37 WASHINGTON BATHROOMS				
	101-751.000-922.000	UTILITIES			182.81
50LKSHRNOV21					
42581	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	47.90
	50 LAKESHORE DR BATHROOMS				
	101-751.000-922.000	UTILITIES			47.90
25MAINNOV21					
42582	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	6.65
	25 MAIN DRINKING FOUNTAIN				
	101-751.000-922.000	UTILITIES			6.65
25MAINIRRNOV21					
42583	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	33.25
	25 MAIN ST IRRIGATION				
	101-751.000-922.000	UTILITIES			33.25
455CENTERNOV21					
42584	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	33.25
	ROOT BEER BARREL				
	101-751.000-922.000	UTILITIES			33.25
486WATERNOV21					
42585	KALAMAZOO LAKE SEWER & WATER		12/15/2021	01/03/2022	53.62
	486 WATER NEW BARN				
	101-265.000-922.000	UTILITIES			53.62
4TH QTR 2021					
42607	KATHRYN MOORADIAN		12/20/2021	01/03/2022	150.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			150.00
4TH QTR 2021					
42613	KELLI HENEGHAN		12/20/2021	01/03/2022	150.00
	4TH QUARTER PLANNING COMMISSION				
	101-401.000-703.000	WAGES			150.00
1784					
42624	LAKESHORE OUTDOORS LLC		12/20/2021	01/03/2022	270.00
	LEAF DUMPING				
	101-463.000-802.000	CONTRACTUAL			270.00

1783					
42625	LAKESHORE OUTDOORS LLC		12/20/2021	01/03/2022	55.00
	BRUSH DUMPING				
	101-463.000-802.000	CONTRACTUAL			55.00
4196					
42561	LATITUDE ENGINEERING & SURVEYING		12/20/2021	01/03/2022	150.00
	90 MAIN ST				
	101-401.000-806.000	CONTRACTUAL ENGINEERING			150.00
4TH QTR 2021					
42614	LINDA MCINTYRE		12/20/2021	01/03/2022	150.00
	4TH QUARTER PLANNING COMMISSION				
	101-401.000-703.000	WAGES			150.00
67792970					
42628	LINDE GAS & EQUIPMENT		12/17/2021	01/03/2022	94.32
	PROPANE				
	660-903.000-860.000	GAS & OIL			94.32
4TH QTR 2021					
42615	LOUISE PATTISON		12/20/2021	01/03/2022	150.00
	4TH QUARTER PLANNING COMMISSION				
	101-401.000-703.000	WAGES			150.00
2021.1217					
42563	MELCHING INC		12/14/2021	01/03/2022	36,960.00
	200 BLUESTAR DEMO				
	243-000.000-732.001	BLIGHT REMOVAL			36,960.00
4TH QTE 2021					
42611	MICHAEL VANLOON		12/20/2021	01/03/2022	250.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			250.00
3967715741					
42590	MICHIGAN GAS UTILITIES		12/20/2021	01/03/2022	218.16
	47 CENTER				
	101-301.000-922.000	UTILITIES			218.16
3968202004					
42591	MICHIGAN GAS UTILITIES		12/20/2021	01/03/2022	148.29
	137 CENTER OLD LIBRARY				
	101-265.000-922.000	UTILITIES			148.29
3967754670					
42592	MICHIGAN GAS UTILITIES		12/20/2021	01/03/2022	586.96
	486 WATER				
	101-265.000-922.000	UTILITIES			586.96
3966725840					
42593	MICHIGAN GAS UTILITIES		12/20/2021	01/03/2022	154.12
	86 CENTER				
	101-265.000-922.000	UTILITIES			154.12
3968112015					
42594	MICHIGAN GAS UTILITIES		12/20/2021	01/03/2022	102.55
	201 WASHINGTON ST POINT PLEASANT				
	594-597.000-922.000	UTILITIES			102.55
PAY APP 1					

42621	MICHIGAN PAVING & MATERIALS CO		12/28/2021	01/03/2022	320,737.66
	2021 ROAD AND DRAINAGE IMPROVEMENTS				
	202-463.000-979.000	CAPITAL OUTLAY			160,368.83
	203-463.000-979.000	CAPITAL OUTLAY			160,368.83
4TH QTR 2021					
42610	NEAL SEABERT		12/20/2021	01/03/2022	450.00
	4TH QUARTER COUNCIL & PC PAY				
	101-101.000-703.000	WAGES			300.00
	101-401.000-703.000	WAGES			150.00
66544					
42599	NICK UNEMA PLUMBING & HEATING INC		12/15/2021	01/03/2022	825.00
	VAC TRUCK				
	202-463.000-802.000	CONTRACTUAL			412.50
	203-463.000-802.000	CONTRACTUAL			412.50
2112-526010					
42554	OVERISEL LUMBER CO.		12/18/2021	01/03/2022	34.09
	OFFICE SUPPLIES				
	101-301.000-740.000	SUPPLIES			34.09
2112-525861					
42601	OVERISEL LUMBER CO.		12/17/2021	01/03/2022	9.00
	KEYS				
	101-265.000-740.000	SUPPLIES			9.00
2112-527606					
42619	OVERISEL LUMBER CO.		12/28/2021	01/03/2022	2.10
	MISC FASTENERS, NUTS, BOLTS, WASHERS				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			2.10
4TH QTR 2021					
42612	PATRICIA LION		12/20/2021	01/03/2022	275.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			275.00
4TH QTR 2021					
42616	PAUL BUSZKA		12/20/2021	01/03/2022	150.00
	4TH QUARTER PLANNING COMMISSION				
	101-401.000-703.000	WAGES			150.00
4TH QTR 2021					
42617	PAUL FLORIAN		12/20/2021	01/03/2022	150.00
	4TH QUARTER PLANNING COMMISSION				
	101-401.000-703.000	WAGES			150.00
99438					
42560	PM ENVIRONMENTAL, INC		12/17/2021	01/03/2022	4,997.50
	200 BLUE STAR				
	243-000.000-732.001	BLIGHT REMOVAL			4,997.50
213510001129					
42557	PRIORITY HEALTH		12/18/2021	01/03/2022	19,336.53
	JANUARY HEALTH INSURANCE				
	101-170.000-719.000	INSURANCE BENEFITS			911.86
	101-260.000-719.000	INSURANCE BENEFITS			3,893.61
	101-265.000-719.000	INSURANCE BENEFITS			537.74
	101-301.000-719.000	INSURANCE BENEFITS			8,137.80

	101-401.000-719.000	INSURANCE BENEFITS			698.56
	101-463.000-719.000	INSURANCE BENEFITS			1,471.80
	101-751.000-719.000	INSURANCE BENEFITS			497.70
	202-463.000-719.000	INSURANCE BENEFITS			1,244.66
	202-464.000-719.000	INSURANCE BENEFITS			375.96
	203-463.000-719.000	INSURANCE BENEFITS			1,376.50
	203-464.000-719.000	INSURANCE BENEFITS			190.34
4TH QTR 2021					
42608	ROBERT NAUMANN		12/20/2021	01/03/2022	150.00
	4TH QUARTER COUNCIL PAY				
	101-101.000-703.000	WAGES			150.00
60805728					
42565	ROSE PEST SOLUTIONS		12/14/2021	01/03/2022	44.00
	PEST CONTROL POLICE				
	101-301.000-802.000	CONTRACTUAL			44.00
60805693					
42602	ROSE PEST SOLUTIONS		12/14/2021	01/03/2022	148.00
	PEST CONTROL CITY HALL				
	101-265.000-802.000	CONTRACTUAL			148.00
187418					
42600	SHARE CORP.		12/10/2021	01/03/2022	833.24
	CHAINSAW SUPPLIES				
	101-265.000-740.000	SUPPLIES			833.24
JAN21					
42555	STANDARD INSURANCE COMPANY		12/18/2021	01/03/2022	507.99
	JANUARY LIFE INSURANCE PREMIUM				
	101-170.000-719.000	INSURANCE BENEFITS			38.20
	101-260.000-719.000	INSURANCE BENEFITS			93.13
	101-265.000-719.000	INSURANCE BENEFITS			17.71
	101-301.000-719.000	INSURANCE BENEFITS			152.94
	101-401.000-719.000	INSURANCE BENEFITS			38.20
	101-463.000-719.000	INSURANCE BENEFITS			46.47
	101-751.000-719.000	INSURANCE BENEFITS			16.39
	202-463.000-719.000	INSURANCE BENEFITS			40.98
	202-464.000-719.000	INSURANCE BENEFITS			12.38
	203-463.000-719.000	INSURANCE BENEFITS			45.32
	203-464.000-719.000	INSURANCE BENEFITS			6.27
129362-1					
42627	TAYLOR RENTAL CENTER		12/22/2021	01/03/2022	760.00
	STUMP GRINDER				
	101-751.000-802.000	CONTRACTUAL			760.00
69548					
42622	VC3 INC		12/22/2021	01/03/2022	500.00
	POLICE REMOTE BACK UP SERVICE				
	101-301.000-802.000	CONTRACTUAL			500.00
69549					
42623	VC3 INC		12/22/2021	01/03/2022	768.00
	OFFICE 365 EXCHANGE ONLINE PLAN1				
	101-260.000-802.000	CONTRACTUAL			768.00

9895864172					
42595	VERIZON WIRELESS		12/20/2021	01/03/2022	144.82
	DPW IPADS				
	101-463.000-851.000	TELEPHONE			144.82
MEMBER SERVICE					
12-14-21					
42521	ADOBE ACROBAT PRO		12/14/2021	01/03/2022	210.95
	NOV 13- DEC 12 ADOBE SUBS				
	101-170.000-740.000	SUPPLIES			36.99
	101-260.000-740.000	SUPPLIES			53.98
	101-401.000-740.000	SUPPLIES			99.99
	101-463.000-740.000	SUPPLIES			19.99
12/1/21					
42573	ADOBE ACROBAT PRO		12/01/2021	01/03/2022	15.89
	ADOBE SUB				
	101-260.000-740.000	SUPPLIES			15.89
6421381-7195453					
42351	AMAZON MARKETPLACE		11/18/2021	01/03/2022	11.37
	2022 WALL CALENDAR				
	101-463.000-740.000	SUPPLIES			11.37
7675645-5487444					
42352	AMAZON MARKETPLACE		11/18/2021	01/03/2022	20.65
	2022 DESK CALENDARS				
	101-463.000-740.000	SUPPLIES			20.65
-3162413-852037					
42353	AMAZON MARKETPLACE		11/18/2021	01/03/2022	29.89
	HOLIDAY SUPPLIES				
	101-880.000-960.000	MISCELLANEOUS			29.89
-4661058-363248					
42473	AMAZON MARKETPLACE		12/02/2021	01/03/2022	46.36
	SUPPLIES				
	101-265.000-740.000	SUPPLIES			29.37
	101-301.000-740.000	SUPPLIES			16.99
266-523757					
42567	AUTO VALUE PARTS		12/16/2021	01/03/2022	238.17
	FUEL FILTERS, OIL FILTERS, CLAMP				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			238.17
71370					
42508	AUTOZONE		12/07/2021	01/03/2022	114.87
	OIL				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			114.87
2178					
42507	BLAIN'S FARM & FLEET		12/01/2021	01/03/2022	106.99
	SUPPLIES/ALL PURPOSE RAKE				
	101-265.000-740.000	SUPPLIES			15.03
	101-751.000-977.000	EQUIPMENT			91.96
12-4-21					
42442	DUNES VIEW KWIK SHOP, INC		12/04/2021	01/03/2022	18.00
	CAR WASH				

	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			18.00
12-20-21					
42552	DUNES VIEW KWIK SHOP, INC		12/20/2021	01/03/2022	9.00
	CAR WASH				
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			9.00
P14229					
42569	GREENMARK EQUIPMENT, INC		12/16/2021	01/03/2022	1,110.27
	SAW CHAINS				
	101-751.000-977.000	EQUIPMENT			1,110.27
598718					
42568	IHLE AUTO PARTS		12/16/2021	01/03/2022	54.67
	GASKET MAKER, FILTER KIT				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			54.67
11-18-21					
42429	MENARDS-HOLLAND		11/19/2021	01/03/2022	(33.31)
	RETURN				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			(33.31)
12/17/211					
42566	MENARDS-HOLLAND		12/17/2021	01/03/2022	91.13
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			91.13
12/17/21					
42574	MENARDS-HOLLAND		12/17/2021	01/03/2022	34.16
	MISC SUPPLIES				
	203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			10.07
	101-265.000-740.000	SUPPLIES			24.09
11-24-21					
42570	MICHIGAN MUNICIPAL LEAGUE		11/24/2021	01/03/2022	85.00
	JERRY DONOVAN MEMBERSHIP				
	101-101.000-908.000	DUES/FEES/PUBLICATIONS			85.00
2111-520243					
42549	OVERISEL LUMBER CO.		11/23/2021	01/03/2022	13.73
	1000' CAUTION TAPE				
	101-401.000-740.000	SUPPLIES			13.73
11-22					
42553	SOARING EAGLE RESORT		11/22/2021	01/03/2022	(135.66)
	REFUND				
	101-101.000-725.002	MISCELLANEOUS TRAVEL EXPENSES			(135.66)
12-1-21					
42506	STAPLES		12/01/2021	01/03/2022	333.87
	INK				
	101-265.000-740.000	SUPPLIES			333.87
12-15-21					
42572	STAPLES		12/15/2021	01/03/2022	121.98
	HP 962XL				
	101-265.000-740.000	SUPPLIES			121.98
2022 DUES					
42571	STATE OF MI		12/15/2021	01/03/2022	180.00
	MIDEAL DUES				

	101-463.000-802.000	CONTRACTUAL			180.00
12-3-21					
42550	WALMART		12/03/2021	01/03/2022	42.37
	INK				
	101-401.000-900.000	PRINTING & PUBLISHING			42.37
INV119498453					
42551	ZOOM VIDEO COMMUNICATIONS, INC		11/24/2021	01/03/2022	29.98
	MONTHLY ZOOM				
	101-101.000-955.000	COUNCIL EXPENSE			29.98
MEMBER SERVICE					2,750.33
# of Invoices:	86 # Due: 86	Totals:			487,226.52
# of Credit Memos:	2 # Due: 2	Totals:			(168.97)
Net of Invoices and Credit Memos:					487,057.55

--- TOTALS BY FUND ---

101 - GENERAL FUND	30,957.27
202 - MAJOR STREET FUND	162,611.75
203 - LOCAL STREETS FUND	162,561.08
225 - DDA FUND	494.00
243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND	41,957.50
244 - TRI-COMMUNITY HARBOR AUTHORITY	100.00
509 - SCHULTZ PARK LAUNCH RAMP	51.58
594 - DOUGLAS MARINA	370.44
650 - WATER & SEWER FUND	78,108.67
660 - EQUIPMENT RENTAL FUND	9,845.26

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	120,066.17
101.000 - LEGISLATIVE	2,079.32
170.000 - MANAGER	1,056.62
260.000 - CLERK/TREASURER	5,027.97
265.000 - BUILDING & GROUNDS	3,580.02
301.000 - POLICE	10,467.12
401.000 - PLANNING & ZONING	2,012.42
463.000 - GENERAL STREETS & ROW	327,298.44
464.000 - GENERAL STREETS WINTER & ROW	639.61
597.000 - POINT PLEASANT	270.44
599.000 - DOUGLAS HARBOR AUTHORITY	100.00
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	494.00
750.000 - LAUNCH RAMPS	51.58
751.000 - PARKS & RECREATION	3,938.69
790.000 - HARBOR	100.00
880.000 - COMMUNITY PROMOTIONS	29.89
902.000 - DPW EQUIPMENT PURCHASES	9,250.00
903.000 - EQUIP. REPAIRS & MAINTENANCE	595.26

CITY OF THE VILLAGE OF DOUGLAS 2022 MEETING SCHEDULE

	CITY COUNCIL	PLANNING COMMISSION	DDA	ZBA	KLHA	DHA	DBRA
JANUARY	3,17	12	26	25	18	18	13
FEBRUARY	7,21	9	23	22	15	15	10
MARCH	7,21	9	23	22	15	15	10
APRIL	4,18	13	27	26	19	19	14
MAY	2,16	11	25	24	17	17	12
JUNE	6,20	8	22	28	21	21	9
JULY	5,18	13	27	26	19	19	14
AUGUST	1,15	10	24	23	16	16	11
SEPTEMBER	6,19	14	28	27	20	20	8
OCTOBER	3,17	12	26	25	18	18	13
NOVEMBER	7,21	9	23	22	15	15	10
DECEMBER	5,19	14	28	27	20	20	8

City Council meetings are held on the 1st and 3rd Monday of each month at 7:00 p.m.
Planning Commission meetings are held on the 2nd Wednesday of each month at 7:00 p.m.
DDA - Downtown Development Authority meetings are held on the 4th Wednesday at 2:00 p.m.
ZBA - Zoning Board of Appeals meetings are held on the 4th Tuesday of each month, as needed, at 7:00 p.m.
KLHA - Kalamazoo Lake Harbor Authority meetings alternate between Saugatuck City (S) and Douglas (D) on the 3rd Tuesday of each month, as needed, at 7:00 pm
DHA - Douglas Harbor Authority meetings are held on the 3rd Tuesday of each month at 5:30 p.m.
DBRA - Douglas Brownfield Redevelopment Authority meetings are held on the 2nd Thursday of each month at 1:00 pm

***July & September City Council meeting will be rescheduled due to Independence Day and Labor Day**
All meetings are held at the Douglas City Hall - 86 W. Center Street - unless posted.

City of the Village of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406
PH: 269-857-1438 / FX: 269-857-4751

BOARD and COMMISSION APPLICATION

Name: Gregory Freeman Date Submitted: 10/22/2021

Address: 123 Harbor Court (P.O. Box 614) ~~Douglas~~

City / Zip: Douglas, MI 49406

Phone: [redacted] E-Mail: freeman.gesbcglobal.net

- On which board or commission would you like to serve? Douglas Harbor Authority
- Are you a registered voter in Douglas: YES ✓ NO ____
- Have you been a resident of the City of Douglas for at least one year? YES ✓ NO ____
- Occupation: Retired
- Please indicate any relevant information which you think should be considered for your appointment to a board or commission: Lifelong boater/sailor, USCG IDOT Captains License, active in Chicago (before retirement) lakefront planning
- Do you or an immediate family member have any professional or financial relationship that may present a potential conflict of interest for this board or commission? YES ____ NO ✓
  If yes, please explain: ____
- Are you related to anyone who is currently on any board or commission? YES ____ NO ✓
  If yes, to whom are you related? ____
- Are you presently indebted to the City of the Village of Douglas for overdue or personal property tax, special assessment, license fee or property lien? YES ____ NO ✓
  If yes, please explain: ____
- Are you currently serving as an appointee to any other City of Douglas board or commission? YES ____ NO ✓
  If yes, which board or commission? ____

- Have you been convicted of a misdemeanor within the past five years or a felony within the past ten years?
  YES ____ NO ✓
  If yes, explain the circumstances on a separate sheet of paper and attach it to this application. A conviction is not necessarily grounds for disqualification.

- What kind of experience, education, community activities, organizations have you belonged to and how do you think your involvement would benefit the community? (Attach additional page if needed)
  See Attachment

- Describe your understanding of the board or commission you are applying for: Manage and Develop Douglas harbors / waterfront for all citizens

- Why do you want to be appointed to this board or commission? I have experience, passion for "all things water" and I want to give back to the community

- Have you attended any meetings of the board or commission you are applying to? YES ✓ NO ____

- Have you reviewed the current meeting schedule of the indicated board(s) or commission(s) and determined that you can commit to regular meeting attendance and participation? YES ✓ NO ____

I understand this appointment will require substantial effort on my part and I am willing to devote the necessary time to carry out the responsibilities and requirements of the position.

Signature of the applicant

10/22/2021
Date

Return Application to:
City of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406-0757
Email: clerk@ci.douglas.mi.us
Fax: 269-857-4751

For further information, please call the City Clerk's Office at 269-857-1438.

Thank you for your interest in serving the City of the Village of Douglas.

Attachment to Greg Freeman's Application to Join the Douglas Harbor Authority October 21, 2021

Experience, Education, Community Organizations and Activities

- Retired, live in Douglas, MI
- USCG 100 Tons Captains License, Near Coastal and Great Lakes, with Sailing and Towing endorsements
- Masters Degree in Project Management and 30+ years of managing projects. Most recent employer was University of Chicago Medical Center working on new buildings/clinics and support services projects.
- Friends of Monroe Harbor, Founder/President – a lakefront planning, development and preservation group in Chicago
- Friends of the Parks, Board of Directors - Chicago's premier open space advocacy organization
- Lifelong boater/sailor
    - Have sailed 32 Chicago - Mackinac Races (Island Goat), and 100s of other races
- Chicago Yacht Club member (CYC) 1982 – 2021
    - Board of Directors: 6 years:
    - Chair/Vice Chair CYC Race to Mackinac – 2008 - 2011
    - Chaired: Associates Committee, Cruising Sail Fleet, Fleet Review (also Announcer), Sea Scouts
    - Committee Member: Admissions, Communications, Deputy Editor Club magazine "The Blinker," Entertainment and Education, Membership, Sponsorship
- Public Speaker, Trainer, Facilitator and Story Teller

"You can't just be opposed to something you don't like; you've got to be in favor of something better."

EMAILED QUESTIONNAIRE ON 12-17-21 Rick

RECEIVED
DEC 10 2021
BY: Rick

City of the Village of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406
PH: 269-857-1438 / FX: 269-857-4751

BOARD and COMMISSION APPLICATION

Name: Demetrhea Terrien Date Submitted: 12/10/21

Address: 143 Harbor Ct., P.O. Box 877

City / Zip: Douglas, Mi 49406

Phone: [redacted] E-Mail: demetrhea@gmail.com

- On which board or commission would you like to serve? Council
- Are you a registered voter in Douglas: YES X NO ____
- Have you been a resident of the City of Douglas for at least one year? YES X NO ____
- Occupation: retired
- Please indicate any relevant information which you think should be considered for your appointment to a board or commission: I was on the 2021 ballot, and did receive approx 20% voter support (193 votes)
- Do you or an immediate family member have any professional or financial relationship that may present a potential conflict of interest for this board or commission? YES ____ NO X
  If yes, please explain: ____
- Are you related to anyone who is currently on any board or commission? YES ____ NO X
  If yes, to whom are you related? ____
- Are you presently indebted to the City of the Village of Douglas for overdue or personal property tax, special assessment, license fee or property lien? YES ____ NO X
  If yes, please explain: ____
- Are you currently serving as an appointee to any other City of Douglas board or commission? YES X NO ____
  If yes, which board or commission? Tri Community Recycling Committee

- Have you been convicted of a misdemeanor within the past five years or a felony within the past ten years?
  YES ____ NO X
  If yes, explain the circumstances on a separate sheet of paper and attach it to this application. A conviction is not necessarily grounds for disqualification.

- What kind of experience, education, community activities, organizations have you belonged to and how do you think your involvement would benefit the community? (Attach additional page if needed)
  I have significant experience in working with multiple stakeholders who at times were quite confrontational. I feel I have the skill set to effectively listen to people's concerns & bring them forward for discussion
- Describe your understanding of the board or commission you are applying for: City Council is responsible for the health & safety of the community. Strategic planning towards long term & short terms is a constant activity.
- Why do you want to be appointed to this board or commission? I love this town and I am passionate about public service. I would be honored to serve.

- Have you attended any meetings of the board or commission you are applying to? YES X NO ____

- Have you reviewed the current meeting schedule of the indicated board(s) or commission(s) and determined that you can commit to regular meeting attendance and participation? YES X NO ____

I understand this appointment will require substantial effort on my part and I am willing to devote the necessary time to carry out the responsibilities and requirements of the position.

Demetrhea Tervien
Signature of the applicant

12/10/21
Date

Return Application to:
City of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406-0757
Email: clerk@ci.douglas.mi.us
Fax: 269-857-4751

For further information, please call the City Clerk's Office at 269-857-1438.

Thank you for your interest in serving the City of the Village of Douglas.

EMAILED QUESTIONNAIRE ON 12-21-12 Rick

City of the Village of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406
PH: 269-857-1438 / FX: 269-857-4751

BOARD and COMMISSION APPLICATION

Name: Jeremiah Whiteley Date Submitted: 12-20-2021

Address: 366 Mariners Cove, P.O. Box 1027

City / Zip: Douglas, 49406

Phone [redacted] E-Mail: jerewhiteley@gmail.com

- On which board or commission would you like to serve? City Council
- Are you a registered voter in Douglas: YES x NO ____
- Have you been a resident of the City of Douglas for at least one year? YES x NO ____
- Occupation: VP, Sales & Relationship Management - Fund Evaluation Group
- Please indicate any relevant information which you think should be considered for your appointment to a board or commission: Addendeum
- Do you or an immediate family member have any professional or financial relationship that may present a potential conflict of interest for this board or commission? YES ____ NO x
  If yes, please explain: ____
- Are you related to anyone who is currently on any board or commission? YES ____ NO x
  If yes, to whom are you related? ____
- Are you presently indebted to the City of the Village of Douglas for overdue or personal property tax, special assessment, license fee or property lien? YES ____ NO x
  If yes, please explain: ____
- Are you currently serving as an appointee to any other City of Douglas board or commission? YES ____ NO x
  If yes, which board or commission? ____

RECEIVED
DEC 20 2021
BY: Rick

ADDENDUM

BOARD & COMMISSION APPLICATION

FOR

CITY OF THE VILLAGE OF DOUGLAS

JEREMIAH WHITELEY

CITY COUNCIL OPEN POSITION

PLEASE INDICATE ANY RELEVANT INFORMATION WHICH YOU THINK SHOULD BE CONSIDERED FOR YOUR APPOINTMENT TO A BOARD OR COMMISSION:

Professional Profile

- Business Operations
- Budget & Finance
- Employee Relations & Teamwork
- Corporate Leadership
- Sales & Marketing Strategies
- Recruiting Training and Motivation
- Public Speaking, Seminars & Workshops

Executive Summary:

- Demonstrated expertise in strategic planning, budget & finance, business administration & project management.
- Successful leadership in sales, marketing, and business operations.
- A corporate training specialist & innovative presenter.
- Accomplished guest speaker, instructor, and coach for professional and community base workshops & seminars.
- Exceptional reputation for professionalism, integrity, and outstanding performance

WHAT KIND OF EXPERIENCE, COMMUNITY ACTIVITIES, ORGANIZATIONS HAVE YOU BELONGED TO AND HOW DO YOU THINK YOUR INVOLVEMENT WOULD BENEFIT THE COMMUNITY?

- Western Michigan University Haworth School of Business – Past Member Finance and Commercial Law Advisory Council
- Kalamazoo County Sheriff's Department – Past Member Kalamazoo Water Safety & Recovery Team
- Portage, MI Athletic Foundation – Past Board Member & President
- Hospitability House of Kalamazoo, MI – Former advisory member of the Fund Development Committee, Past Vice President & President
- American Heart Association, Kalamazoo, MI Chapter – Past Board Member
- Youth Ministries Portage, MI United Church of Christ – Past Board Member and Chairman
- Rotary International of Kalamazoo, MI – Past Member
- Singapore Yacht Club – Current Board Member, Former Social Chair
- Cow Hill Yacht Club – Current Member
- Museum Park Tower Condominium Association – Past Board Member
- Tower Harbor Condominium Association – Current Board Member

My years of involvement, listed above, give me the experience, skills, demonstrated expertise, insight, and leadership ability to provide a positive impact to the City of Douglas's future.

DESCRIBE YOUR UNDERSTANDING OF THE BOARD OR COMMISSION YOU ARE APPLYING FOR:

- Review & approve the annual budget
- Establish long- & short-term objectives and priorities
- Oversee performance of the local public employees
- Oversee effectiveness of programs
- Enter legal contracts
- Pass ordinances & resolutions
- Modify the city's charter
- Regulate land use through zoning laws
- Regulate business activity through licensing & regulations
- Regulate public health & safety
- Exercise the power of eminent domain
- Communicate policies & programs to residents
- Respond to constituent needs & complaints
- Represent the city to other levels of government

WHY DO YOU WANT TO BE APPOINTED TO THIS BOARD OR COMMISSION?

- I have a long personal history of giving back to my community, state, and nation through pro-active participation. I will be a valued contributing member of the Douglas City Council. I will work collaboratively with the other Council members to fairly represent our constituency and deliver positive, forward-thinking outcomes that best represent the needs, wants & requirements of our community. Therefore, I want to be appointed to the Douglas City Council!

EMAILED QUESTIONNAIR ON 12-21-21

RECEIVED
DEC 21 2021
BY

City of the Village of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406
PH: 269-857-1438 / FX: 269-857-4751

BOARD and COMMISSION APPLICATION

Name: Phil Toepper Date Submitted: 12/21/21

Address: 361 Center ST

City / Zip: Douglas 49406

Phone: [redacted] E-Mail: PhilToepper@gmail.com

- On which board or commission would you like to serve? City Council
- Are you a registered voter in Douglas: YES X NO ___
- Have you been a resident of the City of Douglas for at least one year? YES X NO ___
- Occupation: Bartender
- Please indicate any relevant information which you think should be considered for your appointment to a board or commission: Political Science Degree from Benedictine College Atchison KS
- Do you or an immediate family member have any professional or financial relationship that may present a potential conflict of interest for this board or commission? YES ___ NO X
  If yes, please explain: ___
- Are you related to anyone who is currently on any board or commission? YES ___ NO X
  If yes, to whom are you related? ___
- Are you presently indebted to the City of the Village of Douglas for overdue or personal property tax, special assessment, license fee or property lien? YES ___ NO X
  If yes, please explain: ___
- Are you currently serving as an appointee to any other City of Douglas board or commission? YES ___ NO X
  If yes, which board or commission? ___

- Have you been convicted of a misdemeanor within the past five years or a felony within the past ten years? YES ____ NO X
  If yes, explain the circumstances on a separate sheet of paper and attach it to this application. A conviction is not necessarily grounds for disqualification.

- What kind of experience, education, community activities, organizations have you belonged to and how do you think your involvement would benefit the community? (Attach additional page if needed)
  family ties to Saugatuck Douglas area over 50 years
  family owns Mary's Restaurant in Saugatuck I work
  at long time local favorite The Cove
- Describe your understanding of the board or commission you are applying for: The board works together to make decisions in the best interest of community

- Why do you want to be appointed to this board or commission? To take an active role in the future of Douglas

- Have you attended any meetings of the board or commission you are applying to? YES ____ NO X

- Have you reviewed the current meeting schedule of the indicated board(s) or commission(s) and determined that you can commit to regular meeting attendance and participation? YES X NO ____

I understand this appointment will require substantial effort on my part and I am willing to devote the necessary time to carry out the responsibilities and requirements of the position.

Phil Tough — 12/21/21

Signature of the applicant — Date

Return Application to:
City of Douglas
86 W. Center St.
PO Box 757
Douglas, MI 49406-0757
Email: clerk@ci.douglas.mi.us
Fax: 269-857-4751

For further information, please call the City Clerk's Office at 269-857-1438.

Thank you for your interest in serving the City of the Village of Douglas.

EHICAL PRINCIPLES FOR THE GOVERNMENT OF THE CITY OF THE VILLAGE OF DOUGLAS

1. *PRINCIPLE THAT THE PUBLIC OFFICE IS A PUBLIC TRUST.* Public servants shall treat public office as a public trust, using the powers and resources of public office only to advance public interests, and not to attain personal benefits or pursue any private interest incompatible with the public good.

2. *PRINCIPLE OF INDEPENDENT, OBJECTIVE JUDGMENT.* Public servants shall employ independent, objective judgment in performing their duties, deciding all matters on the merits, free from conflicts of interest and apparent improper influences.

3. *PRINCIPLE OF ACCOUNTABILITY.* Public servants shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and to hold government officials accountable.

4. *PRINCIPLE OF DEMOCRATIC LEADERSHIP.* Public servants shall honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship by scrupulously observing the letter and spirit of laws and rules.

5. *PRINCIPLE OF RESPECTABILITY AND FITNESS FOR PUBLIC OFFICE*: Public servants shall safeguard public confidence in the integrity of government by being honest, fair, caring, and respectful, and by avoiding conduct which creates the appearance of impropriety.

MEMORANDUM

To: **Douglas City Council**

From: **Rich LaBombard**
City Manager

Date: **January 3, 2022**

Subject: **Resolution 01-2022 Approving an Agreement Regarding 137 W. Center Street Commercial Real Estate Lease with Option to Purchase**

At the end of the 2020 calendar year, the old library building located at 137 W. Center Street reverted back to the City after being leased to the Saugatuck Douglas District Library for many years. The receipt of the building generated interest from a variety of parties who had expressed written interest in occupying the space.

On August 19, 2021, City staff advertised, for three (3) weeks, a Request for Proposal (RFP) to lease/purchase or purchase outright the property located at 137 W. Center Street in downtown Douglas. The RFP sought proposals from qualified parties that would contribute to the vitality of the downtown. Four (4) RFP's were distributed and one (1) was received and opened publicly on September 9, 2021, at 2:00 pm. Ox-Bow School of Arts in Saugatuck, MI was the single respondent. The following day the ad hoc building team met to review and evaluate the proposal based on overall proposal, resume, financials, description/history, and employment opportunities. All building team members gave the Ox-Bow proposal one hundred (100) points out of a possible one hundred (100) points. With the recommendation to present to Council the building team also requested staff to proceed with the legal agreement via the City Attorney.

The agreement will be for a three (3) year lease, commencing on March 1, 2022, with the option to purchase for its currently appraised fair market value of $430,000. Ox-Bow will assume all facilities and operation costs of the property during the lease term in exchange for its use at $1,200 monthly.

Ox-Bow School of Arts, a non-profit art organization, will be offering on-campus programming to the larger public which includes, but is not limited to: exhibitions, lectures by professional visiting artist, and food and beverage events. Ox-Bow has proposed to develop new public programs specifically for a West Michigan audience which includes, but is not limited to: artist lectures, reading and book tours, screenings, and performances. Ox-Bow has also proposed to manage an exhibition space dedicated to art exhibits and a retail space dedicated to supporting Ox-Bow affiliated artists and regional artisans. Ox-Bow's intended use is compatible with the zoning standards for the C-1 district and the City of the Village of Douglas' Master Plan.

I recommend City Council approve resolution 01-2022 and award the Request for Proposal to Lease/Purchase of 137 W. Center Street to Ox-Bow School of Art.

CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 01-2022

RESOLUTION APPROVING AN AGREEMENT REGARDING 137 W. CENTER STREET COMMERICAL REAL ESTATE LEASE WITH OPTION TO PURCHASE

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 3rd day of January, 2022, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, the City owned property located at 137 W. Center St. was most recently used by the public library system and has been returned to the City per agreement;

WHEREAS, the City having no specific long-term use of the facility created a request for proposal to offer the property as a lease / purchase or purchase outright opportunity;

WHEREAS, the objective of the City was to put the vacant facility to use and back on the tax roll and also seek an occupant that will contribute to the vitality of the downtown;

WHEREAS, one (1) proposal was received from Ox-Bow, a Michigan nonprofit corporation located in Saugatuck;

WHEREAS, after review and evaluation of the proposal, the building team committee made a recommendation to move forward with an Agreement and present to City Council for award;

WHEREAS, the City Council finds that it is in the best interest of the City to approve the Agreement by and between the City of the Village of Douglas and Ox-Bow.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Agreement by and between the City of the Village of Douglas and Ox-Bow, is approved and terms and conditions of the Agreement shall constitute a contract between the parties commencing March 1, 2022.
2. That Ox-Bow shall pay a non-refundable monthly installment fee of $1,200 for the use of 137 W. Center St. commencing on March 1, 2022.
3. That the Mayor and City Clerk are authorized to sign the Agreement on behalf of the City.
4. That any resolutions in conflict with the Resolution are deemed rescinded and revoked by the adoption of this Resolution.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 3rd day of January 2022.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held January 3, 2022 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY:_____
Pamela Aalderink, City Clerk

COMMERCIAL REAL ESTATE LEASE WITH OPTION TO PURCHASE

This Commercial Real Estate Lease with Option to Purchase (this "Lease") is entered into as of the date of City Council Approval, as determined in accordance with section 22 below ("Effective Date"), by and between **THE CITY OF THE VILLAGE OF DOUGLAS,** a Michigan municipal corporation, whose address is 86 W. Center Street, Douglas, Michigan 49406 ("Landlord"), and **OX-BOW**, a Michigan nonprofit corporation, whose address is P.O. Box 216, Saugatuck, Michigan 49453 (the "Tenant) (Landlord and Tenant each sometimes being referred to herein, individually, as a "Party" and collectively, as the "Parties").

1. **Description of the Property.** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain Property located at 137 W. Center Street within the City of the Village of Douglas, Allegan County, Michigan, and legally described in Exhibit "A" attached hereto, together with any structures thereon situated, including all easements and all other interests and rights of the Landlord which are appurtenant to the real estate, including, but not limited to, all rights, title, and interest, if any, of the Landlord in and to any land lying in the street, road, or avenue in front of, within, adjacent to, or adjoining such land (collectively, the "Property").

2. **Basic Lease provisions.** The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

(a) Term: Three (3) years	(See §3)
(b) Commencement Date: March 1, 2022	(See §3)
(c) Termination Date: February 28, 2025	(See §3)
(d) Minimum annual rent: $14,400.00 Monthly installment amount: $1,200.00	(See §4)
(e) Security deposit: $1,200.00 (One month's installment of Minimum Rent)	(See §6)

(f) Use: (See §12)

i. Offering Tenant's current on-campus programming to the larger public which includes, but is not limited to, exhibitions, lectures by professional visiting artists, food and beverage events;

ii. Developing new public programs specifically for a West Michigan audience which includes, but is not limited to: artist lectures, readings and book tours, screenings, performances, food and beverage events;

i. Managing an exhibition space dedicated to art exhibits including, but not limited to, those developed in partnership with other non-profits in the Lake Michigan (including Wisconsin, Indiana and Illinois) and greater Michigan region; addressing Ox-Bow and regional art histories; featuring artists associated with Ox-Bow, both currently and historically;

ii. Managing a retail space dedicated to supporting Ox-Bow affiliated artists and regional artisans;

iii. House and make available Ox-Bow's archives for public study by appointment; and,

iv. Use as head regional office for administrative staff.

(g) Pre-Commencement Due Diligence:

Tenant acknowledges that, in accordance with Landlord's Request for Proposals, Tenant either performed a tour of the Property prior to submitting its Proposal for the Property or waived Tenant's right to do so. Notwithstanding the foregoing, Landlord agrees that Tenant upon reasonable advance notice to Landlord may enter the Property at any time after the execution of this Lease, but prior to February 18, 2022, in order to make determinations and inspections of the Property that may not have been readily discernable from the pre-Proposal submission tour. Unless otherwise agreed in writing by Landlord, all such inspections shall be non-invasive, Tenant shall have until February 18, 2022, to determine and advise Landlord in writing that Tenant is not satisfied with the condition of the Property, in which event this Lease and the purchase Option hereof automatically shall terminate and neither party shall have any subsequent right or obligation to lease, or to purchase, sell and convey, the Property.

3. **Term.** This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the "Commencement Date") and terminating on the date stated in section 2(c) (the "Termination Date"). The term "lease year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on the Commencement Date of the term of this Lease if such Commencement Date shall occur on the first day of a month; if not, then the first lease year shall commence on the first day of the month following the Commencement Date of the term hereof. Each succeeding lease year shall commence on the anniversary date of the first lease year.

4. **Rent.** Tenant shall pay to Landlord as the minimum annual rent the sum stated in section 2(d) (the "Minimum Rent"). The Minimum Rent shall be payable in monthly

installments, due in advance on the first day of each month during the term of this Lease. All Minimum Rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset. In the event the term of this Lease begins on a day other than the first day of a calendar month, the Minimum Rent payable for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

5. **Late Fees and Dishonored Checks.** If any monthly payment of Minimum Rent due hereunder from Tenant is not received by Landlord within five (5) days of the date due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of each such overdue installment of rent, and if not paid within fifteen (15) days of the date due, the amount of rent not paid shall be subject to interest at a rate of ten percent (10%) per annum, from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease, or prevent Landlord from exercising any of the other rights and remedies available to Landlord for Tenant's default. In the event, any charge imposed hereunder or under any other section of this Lease that is either stated to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate which is allowed under the usury laws of the State of Michigan, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease. In the event any check received by Landlord from Tenant for payment of any amounts payable by Tenant under this Lease is returned by Tenant's bank, Tenant shall pay the Landlord as additional rent a service charge of Thirty-Five Dollars ($35.00) for each such check upon receipt of an invoice therefor.

6. **Security Deposit.** Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(e) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease. If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option, may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant's breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of demand shall constitute a breach of this Lease.

7. **Taxes.** Tenant shall pay or cause to be paid before delinquent all real property taxes and special assessments levied against the Property during the term of this Lease. Landlord shall have the right to pay any such tax and collect from Tenant the amount so paid, together with all related costs incurred by landlord, Including actual attorneys' fees and collection expenses, as additional rent hereunder if any such tax becomes delinquent, Landlord has

given Tenant written notice of its intention to do so and Tenant has failed to pay such tax in full within thirty (30) days of the delivery of said notice.

8. **Maintenance and Repair.** Tenant, at its expense, shall maintain and keep the interior and exterior of the Property in good condition and repair, including without limitation the roof, walls, foundation, driveways and parking areas, including snow and ice removal, landscaping, exterior windows, the heating and air-conditioning equipment, and the electrical and plumbing systems and make all other repairs and replacements to the Property, including those of a structural or capital nature. Landlord shall have the right to make any such maintenance and repair at the expense of Tenant, provided that Landlord has given Tenant written notice of the need for the repair and Tenant has failed to perform such maintenance and repair to the reasonable satisfaction of Landlord within thirty (30) days of said notice, and in the event Landlord does so, Landlord's costs so incurred, together with all related costs incurred by Landlord, including actual attorneys' fees and collection expenses, shall be collectible as additional rent hereunder; provided, that at the option of Landlord, a shorter period for repair may be specified in said notice and shall apply if the failure to maintain or repair presents in the reasonable opinion of Landlord a material risk to the Property or persons coming thereon. Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately in front and adjacent to the Property broom clean and otherwise keep said areas free of trash, litter or obstruction of any kind. Tenant shall provide and pay for a regular janitorial service to maintain the Property in a neat and clean condition.

9. **Utilities.** From and after the date Landlord delivers possession of the Property to Tenant, Tenant shall pay when due all bills for utilities (including, without limitation, electricity, heat, air conditioning, ventilation, water, sewer services, cable/satellite, phone, and internet) provided to or used in the Property during the term of this Lease. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

10. **Property Casualty and Liability Insurance and Indemnification.** Tenant, at its sole cost and expense shall, at all times, commencing with the date upon which the Property shall be delivered to Tenant, procure, pay for and keep in full force and effect: (i) a commercial general liability insurance policy, including insurance against assumed or contractual liability under this Lease with respect to the Property and the operations of Tenant in, on or about the Property in which the limits with respect to personal liability and property damage shall not be less than One Million Dollars ($1,000,000) per occurrence; (ii) all-risk property insurance, including theft and, if applicable, boiler and machinery coverage, written at replacement cost value, in an adequate amount to avoid coinsurance and including a full replacement cost endorsement insuring the Tenant's leasehold improvements, merchandise, equipment, trade fixtures, furnishings and any items of personal property of Tenant and including the property of Tenant's customers located on or in the Property; and (iii) such insurance as may from time to time be required by city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably

necessary or appropriate under the circumstances. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least thirty (30) days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties. Any insurance maintained by either party pursuant to this section or under this Lease shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party, its agents or employees, regarding losses payable under the policy. Any personal property kept on the Property by Tenant shall be at Tenant's sole risk.

Tenant covenants to indemnify Landlord, its officials, agents, representatives and employees, and save them harmless (except for loss or damage resulting from the negligence of Landlord, its agents or employees) from and against any and all claims, actions, damages, liabilities and reasonable expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of (a) any occurrence in, upon or at the Property (b) the occupancy or use by Tenant of the Property or any part thereof, (c) Tenant's failure to comply with any provision of this Lease, (d) any act or omission of Tenant, its agents, contractors, employees, servants, customers, invitees or licensees or (e) any Hazardous Materials (hereinafter defined) installed or introduced into the Property or the Property by Tenant (or by others at Tenant's sufferance), in whole or in part. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant's obligation to indemnify Landlord under this section 10 shall survive the expiration or earlier termination of this Lease.

11. **Use.** Tenant shall continuously use and occupy the Property during the term of this Lease solely for the purpose stated in section 2(f) and for no other purpose. It is agreed that Tenant's agreement to restrict the use of the Property to the uses permitted above has been, and is, a material inducement to Landlord in entering this Lease with Tenant, and that Landlord would not enter into this Lease without this inducement. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Property or if a failure to procure such license or permit might or would, in any way, affect Landlord or the Property, then Tenant, at Tenant's expense, shall promptly procure and thereafter maintain such license or permit and, promptly upon Landlord's request, submit the same to inspection by Landlord. Tenant shall promptly comply with the requirements of each such licensee or permit and with all laws and ordinances and lawful orders and regulations affecting the Property and the cleanliness, safety, occupancy and use of same. Tenant shall not deface or injure the Property or permit anything to be done on the Property tending to create a nuisance, or permit any activity in the Property that will result in an increase of any premium, or cancellation of a policy, for insurance on the Property or the Property.

12. **Operations.**

(a) Tenant shall not do or permit anything to be done in or about the Property, or bring anything therein, which will in any way conflict with any law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the Property or the Property which is or may hereafter be enacted or promulgated by governmental authorities, or in any way obstruct or interfere with the rights of others, nor shall Tenant use or allow the Property to be used for any improper, immoral or objectionable purposes as determined by Landlord. Tenant shall, at its own expense, comply with all applicable Board of Fire Insurance Underwriters regulations and other requirements, and with all notices from the mortgagee of the Property, if any, respecting all matters of occupancy, condition or maintenance of the Property, whether such requirements shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs and expenses incurred by Landlord on account thereof.

(b) No auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the Property. Tenant shall conduct its business in a lawful manner and in good faith and will not do any acts to injure the reputation of the Property as reasonably determined by Landlord. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, trash and garbage and all storage of trash and garbage shall be made only in an enclosed dumpster or as otherwise permitted by municipal Ordinance.

(c) Tenant shall not cause or permit the use, generation, storage, treatment or disposal in, on or about the Property of any pollutant, contaminant, waste, hazardous, toxic or radioactive substance or material (collectively, "Hazardous Materials") subject to regulation under any federal, state or local laws from time to time in effect unless Tenant shall have received Landlord's prior written consent, which Landlord may withhold or at any time revoke, in its sole and absolute discretion. Upon notice from Landlord at any time during the term of this Lease, Tenant shall promptly (i) conduct all reasonable investigation into the possible presence, extent, distribution, nature, circumstances and conditions of and involving and remove from the Property and any property in the vicinity thereof, any Hazardous Materials installed, created or introduced by, whether directly or indirectly and whether in whole or in part, either Tenant, or others at Tenant's sufferance or with Tenant's permission, (ii) restore and repair any damage to the Property and any property in the vicinity thereof, caused, directly or indirectly and whether in whole or in part, by the presence or removal of such Hazardous Materials, and (iii) fully remedy any conditions arising from or related to, whether directly or indirectly and whether in whole or in part, such Hazardous Materials or Tenant's violation of this paragraph. This paragraph shall survive the expiration or earlier termination of this Lease.

13. **Assignment and Subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Property or any portion of the Property without the prior written consent of Landlord, which consent may be denied for any reason

or no reason. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease.

14. **Condition of Property.** Simultaneously with the execution and delivery of this Lease, Landlord shall deliver possession of the Property to Tenant in an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition. Tenant hereby accepts the Property in its "AS-IS, WHERE-IS, WITH ALL FAULTS" condition and acknowledges and agrees that (i) Landlord shall not have any obligation whatsoever to make any improvements in and to the Property, (ii) Landlord has not made and does not make any representation or warranty as to the physical condition of the Property or any other matter or thing affecting or relating to the Property and (iii) no such other representations or warranties have been made or implied and Tenant is leasing the Property after full investigation, neither party relying upon any statement or representation by the other which is not embodied in this Lease.

15. **Damage or Destruction.** If, during the term of this Lease, the Property shall be partially or totally destroyed by fire or other casualty covered by Landlord's replacement cost insurance so as to become partially or totally untenantable, the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is terminated by Landlord as provided in this Section. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated proportionately to the loss of use suffered by Tenant. If, during the term of this Lease, the Property shall be damaged by any casualty not fully insured against by Landlord's replacement cost insurance, and after notice to Tenant of the denial of or amount of shortfall in such insurance coverage Tenant does not within thirty (30) days elect to pay the additional costs of repair, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within fifteen (15) days after the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and the rent shall be adjusted to that date. In default of such notice by Landlord, this Lease shall continue and Landlord shall cause the Property to be repaired or restored with due diligence.

16. **Condemnation.** If the whole or any part of the Property shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of the Property taken substantially impairs the usefulness of the Property for the purpose for which the Property were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Property under the terms and conditions of this Lease, except that the rentals shall be reduced in proportion to the amount of the Property taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

17. **Alterations and Signage.** No improvements, alterations, additions, or physical changes shall be made on the Property by Tenant without the prior written consent of Landlord. All improvements to the Property shall be approved by the City in writing prior to the start of any work and will be subject to the following conditions:

- Comply with all applicable Ordinance requirements for zoning review and

permits;
- Ensure safety, security, and proper desirable use of the Property; and,
- Ensure high-quality improvements are made to the Property.

Tenant shall not paint or decorate any part of the exterior of the Property without the prior approval of Landlord, which approval shall not be unreasonably refused or delayed. Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Property any signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Property that is not in conformity with all applicable governmental rules and regulations. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other thing in good condition and repair at all times. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Property at the termination of the Lease.

18. **Possession and Occupancy**. Tenant shall have and shall take possession of the Property on the Commencement Date.

19. **Access to Property.** Landlord shall have the right to enter upon the Property at all reasonable times (and during an emergency at any time) for the purpose of inspecting same and to make such repairs, alterations, additions or improvements as Landlord may deem, in its reasonable judgment, necessary or desirable. Landlord shall be allowed to take all material into and upon the Property that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent and other charges reserved hereunder in no way shall abate while said inspections, repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise; provided however, Landlord agrees to use its reasonable efforts, under the circumstances then existing, to minimize the interference with Tenant's ability to conduct its business in the Property.

20. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Property for the full term of this Lease.

21. **Remedies after Default.** In the event (i) Tenant fails to pay any rent or other sums due hereunder when due and does not cure the default within fifteen (15) calendar days of the payment due date (without notice from Landlord), or (ii) Tenant shall abandon or vacate the Property, or (iii) Tenant shall file for bankruptcy or make any assignment for the benefit of creditors, or (iv) Tenant shall fail to perform any other of the terms, conditions, or covenants under this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been received by Tenant, then Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended, in which event, or upon an Early Termination as provided

in section 27 below, this Lease (including the term thereof and the purchase option provided in section 27 hereof) shall expire, cease and terminate with the same force and effect as though the date set forth in any required notice were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the Property but remain liable for all obligations arising prior to such vacation and surrender, and Landlord shall have the right to bring a special proceeding to recover possession from Tenant holding over and/or Landlord may, in any such events, without notice, re-enter the Property either by force or otherwise, and dispossess, by summary proceedings or otherwise, Tenant and the legal representative of Tenant or other occupant of the Property and remove their effects and hold the Property as if this Lease had not been made, and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term of the Lease. Tenant shall remain liable to Landlord for any unpaid balance. Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. In the event of re-entry by Landlord, Landlord may remove all persons and property from the Property and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Property within ten (10) days after Tenant has vacated the Property, then such property shall be deemed abandoned by Tenant and Landlord may dispose of the same without liability to Tenant.

22. **City Council Approval**. This Lease is contingent upon its approval by Landlord's City Council (a "City Council Approval") on or before January 17, 2022 (the "City Council Approval Deadline"). Landlord is presently unable to provide, and does not provide, any assurance that Landlord's City Council will approve this Lease. Consequently, if for any reason, or for no reason, on or before the City Council Approval Deadline, Landlord's City Council either (i) adopts a Resolution determining that the City shall not execute this Lease, or (ii) fails to adopt a Resolution approving this transaction in accordance with the terms of this Lease, and in either case Landlord so notifies Tenant within five (5) calendar days thereof, then Tenant shall have no rights or responsibilities under this Lease and neither Party shall have any further liability or responsibility thereunder.

23. **Landlord's Representations.** Landlord represents, warrants, and covenants to Tenant that, except as set forth or otherwise disclosed in this Lease:

A. Subject to and upon the approval of Landlord's City Council, as provided in section 22, this Lease shall constitute a valid and binding Lease of Landlord, enforceable in accordance with its terms. Landlord has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, Lease, encumbrance, law or regulation to which Landlord is a party or by which Landlord is bound.

B. Landlord is the fee simple owner of the Property. Other than this Lease, Landlord is not a party to any contract, lease or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

C. Landlord has the right to execute this Lease and to sell the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Landlord have been duly authorized to execute and deliver this Lease and to bind Landlord hereto. Landlord has full power to consummate the transaction described in this Lease, the execution and delivery of this Lease by Landlord and the consummation by Landlord of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Landlord such that this Lease constitutes a valid and legally binding obligation of Landlord, enforceable against Landlord in accordance with its terms.

D. Landlord has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to Landlord's ownership or use of the Property.

E. Landlord is not now engaged in, or to the best of its knowledge, threatened with any litigation or legal or other proceeding in connection with the ownership and operation of the Property or because of leasing or selling the Property pursuant to this Lease.

F. To the best of Landlord's knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic or waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil removed; and (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

G. To Landlord's knowledge, (i) all of the improvements upon the Property are in good operating condition and repair other than ordinary wear and tear, (ii) the existing public water supply facilities can provide hydrant flow adequate to meet legal

requirements for the fire protection of the Building, (iii) existing sanitary sewer facilities on the Property have adequate capacity to accept wastewater discharge from the Property, and (iv) the Property is not located in a regulatory flood plain area. All utilities, including, but not limited to, electric, gas, water, sanitary and storm sewer, cable and telephone are located on or adjacent to the Property.

H. There are no unpaid commissions, finder's fees or similar payments in connection with any lease, including with respect to any options to extend, expand or renew.

I. There are no claims of unpaid contractors, materialmen, or laborers, which could result in a lien on the Property.

24. **Tenants Representations.** Tenant represents, warrants, and covenants to Landlord that, except as set forth or otherwise disclosed in this Lease:

A. This Lease shall constitute a valid and binding Lease of Tenant, enforceable in accordance with its terms. Tenant has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, Lease, encumbrance, law or regulation to which Tenant is a party or by which Tenant is bound.

B. Tenant has the right to execute this Lease and to purchase the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Tenant have been duly authorized to execute and deliver this Lease and to bind Tenant hereto. Tenant has full power to consummate the transaction described in this Lease, the execution and delivery of this Lease by Tenant and the consummation by Tenant of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Tenant such that this Lease constitutes a valid and legally binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

C. There are no unpaid commissions, finder's fees or similar payments in connection with the Lease.

25. **Attorney's Opinion**. The Tenant acknowledges that the Landlord has recommended that the Tenant retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the Closing.

26. **Holding Over.** If Tenant remains in possession of the Property after the expiration or termination of the Lease with the consent of Landlord, it shall be deemed to be occupying the Property as a tenant from month to month, at a monthly Minimum Rent equal to one hundred thirty percent (130%) of the monthly installment of the fixed Minimum Rent effective for the final lease year preceding the expiration of the term, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's consent shall entitle Landlord to re-enter the Property as provided in section 21 hereof.

27. **Tenant Option to Purchase Property.** Landlord hereby grants Tenant an irrevocable option to purchase the Property at any time prior to the Termination Date stated in section 2(c) upon the terms and conditions of this section 27. The following terms and provisions of this section 27 shall constitute the terms and conditions upon which Tenant may exercise that option to purchase prior to the Expiration Date and that Landlord has agreed to sell and convey the Property to Tenant. Except as Tenant has exercised the option to purchase in accordance with its terms, the terms, provisions and conditions of this section 27 shall not constitute terms of the relationship of Landlord and Tenant as described in this Lease.

A. Purchase Price. Tenant shall have the option to purchase the Property shall be purchased for the sum of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) (the "Purchase Price"), without credit for any Minimum Rent or additional rent paid or due under this Lease.

B. Notice of Option Exercise. Tenant shall elect to exercise the option to purchase granted pursuant to this section 27 by delivering to Landlord written notice of Tenant's election (a "Tenant Notice of Exercise") in the manner provided by this Lease at any time prior to that date which is thirty (30) months after the Commencement Date provided in section 2(b) (the "Option Expiration Date"). The Tenant Notice of Exercise shall state the subsequent date (which date shall be at least six (6) months after the date the Tenant Notice of Exercise is delivered, but not later than the Termination Date provided in section 2(c)) that Tenant desires the Closing to occur. Tenant's obligations as lessee under this Lease automatically shall terminate immediately upon any subsequent Closing of Tenant's purchase of the Property. If Tenant fails to deliver a Tenant Notice of Exercise prior to the Option Expiration Date, or if Tenant at any time prior to the said Termination Date notifies Landlord in writing that Tenant will not Close upon its exercise of the purchase option as required by subsection C of this Section 27 (in either case, an "Early Termination Event"), then Landlord, in its sole discretion, may declare the Lease and Lease term terminated (an "Early Termination"), recover possession of the Property as provided in section 21 above and offer the Property to a different purchaser or lessee.

C. Closing. Provided that this Lease shall not previously have been terminated in any manner permitted herein, the closing of Tenant's purchase of the Property from Landlord pursuant to the option to purchase granted herein (the "Closing") shall take place at the office of the title company, or at another location mutually agreed upon by the Parties on such date as the Parties agree in writing which is no later than the earlier of:

(i) thirty (30) days after (A) the date Tenant notifies Landlord in writing that Tenant either is satisfied with the results of, or has waived all remaining right of, Tenant due diligence as provided in paragraphs D-G of this section 27, or, in the absence of such notice, (B) the expiration of all such due diligence time periods (including any agreed extensions thereof); or

(ii) the Termination Date provided in section 2(c) of this Lease.

At the Closing, Landlord shall deliver to the title company a good and sufficient covenant deed warranting title to the Property subject only to easements, covenants and restrictions of record to which Tenant has not objected or has subsequently in writing agreed. The Closing shall occur with all originally and fully executed Closing documents provided by hand-delivery or by overnight mail delivery to the title company.

D. Payment of Purchase Price; Closing Costs. Tenant shall pay the Purchase Price to Landlord in certified funds on the date of Closing. At Closing, Landlord shall pay the costs of (i) preparation of the covenant deed, (ii) transfer tax (if any), (iii) premium (Landlord responsibility not to exceed $2,000) for Tenant's purchaser policy of title insurance, to be issued in the amount of the purchase price with, or without, standard exceptions, as determined pursuant to paragraph E of this section 27) and (iv) any attorneys' fees incurred by the Landlord; and Tenant shall pay the costs of (i) recording the covenant deed, (ii) all premium costs of any Tenant lender policy of title insurance, (iii) all costs of special endorsements, if any are requested by Tenant, to Tenant's purchaser policy of title insurance, (iv) the excess over $2,000, if any, of premium for Tenant's purchaser policy of title insurance, issued as described above, (v) any attorneys' fees incurred on behalf of Tenant and (vi) all costs of any due diligence initiated by Tenant. Landlord and Tenant shall each pay one half (1/2) of all Closing costs imposed by the title company for the transaction described in this Lease.

E. Tenant Due Diligence: Title Matters. Landlord, at its expense, as soon as practical after receipt of Tenant's Notice of Exercise, and in any event by no later than sixty (60) days thereafter, shall obtain at its expense and cause to be delivered to Tenant a commitment for an owner's policy of title insurance in the amount of the purchase price, without standard exceptions (policy to be issued, nevertheless, with (and subject to) standard survey exception, except as Tenant at its expense may have obtained a Survey in accordance with paragraph F of this section 27), showing Landlord's title to be in the condition called for under this Lease, except for mortgages, judgments, and other liens, if any, which can and will be satisfied out of the proceeds of sale. Within twenty (20) days of receipt of the commitment for title insurance, Tenant shall notify Landlord of any restrictions, reservations, limitations, easements, liens, and other conditions of record disclosed in such commitment (together hereinafter called "Title Defects") which in the reasonable opinion of Tenant would interfere with Tenant's proposed use of the Property described in section 2(f) of this Lease and, therefore, are objectionable to Tenant. Should Tenant notify Landlord of any such Title Defects, Landlord shall have until the date for Closing provided by paragraph C of this section 27 to cure or remove same. If such Title Defects are not cured or removed by the date set for Closing, Tenant, at Tenant's option, may terminate this Lease, or alternatively agree with Landlord to extend the date of Closing as permitted by said paragraph C of this section 27 so as to provide Landlord with an additional opportunity to cure or remove said Title Defects. In the event such Title Defects are not cured or removed by the date set for Closing, or any extension thereof, and Tenant elects not to waive its title objections, the Tenant may

terminate this Lease and, in such event, with the exception of Tenant payments of unpaid rent through the date Tenant vacates the Property, neither Party shall have any subsequent right or obligation to lease, or to purchase or sell and convey, the Property.

F. Tenant Due Diligence: Survey Matters. Tenant, at its expense, as soon as practical and in any event within ninety (90) days after the date of delivery of Tenant's Notice of Exercise, may cause to be performed a professional survey of the Property (the "Survey"). Within ten (10) days of receipt of the Survey, the Tenant shall notify the Landlord of any encumbrances, easements or other conditions disclosed by the Survey (collectively, "Survey Defects"), which in the reasonable opinion of Tenant would interfere with Tenant's proposed use of the Property described in section 2(f) of this Lease and, therefore, are reasonably deemed objectionable by the Tenant. Should Tenant notify Landlord of any such Survey Defects, Landlord shall have until the date set for Closing provided by paragraph C of this section 27 to cure or remove same. If such Survey Defects are not cured or removed by the date of Closing, Tenant, at Tenant's option, may terminate this Lease, or alternatively agree with Landlord to extend the date set for Closing as permitted by said paragraph C of this section 27 to provide the Landlord with an additional opportunity to cure or remove said Survey Defects. In the event such Title Defects are not cured or removed by the date set for Closing, or any extension thereof, and Tenant elects not to waive its Survey objections, Tenant may elect an early termination this Lease and, in such event, with the exception of Tenant payment of unpaid rent through the date Tenant vacates the Property, neither Party shall have any subsequent right or obligation to lease, or to purchase or sell and convey, the Property.

G. Tenant Due Diligence: Soils, Subsurface and Environmental Conditions. Within ten (10) days after the date of Landlord's receipt of Tenant's Notice of Exercise, Landlord shall make available to Tenant for inspection copies of all existing reports of soil conditions, ground water, wetlands, underground storage tanks, subsurface conditions and/or other environmental or physical conditions relating to the Property as are in the possession of Landlord or under its control, without responsibility, however, to obtain for Tenant from the person making any such report the right to rely thereon and without representation or warranty by Landlord concerning the truth, accuracy or completeness of any information or conclusion contained therein, all of which are disclaimed by Landlord. Tenant, its agents, representatives, and/or independent contractors shall have the right and license at Tenant's sole expense to inspect the condition of the Property, including without limitation, building inspection, soil testing, wetland, a Phase I environmental audit and any other environmental and toxic inspections and studies, all of which shall be completed within ninety (90) days from the date of Tenant's Notice of Exercise. Unless otherwise agreed in writing by Landlord, all such inspections shall be non-invasive. Tenant shall then have ten (10) days thereafter to determine, and advise Landlord, that Tenant is not satisfied with the condition of the Property. In the event Tenant is not satisfied with the condition of the Property and so notifies Landlord in

writing, Tenant may elect an early termination of this Lease and, with the exception of Tenant payment of unpaid rent through the date Tenant vacates the Property, neither Party shall have any subsequent right or obligation to lease, or to purchase or sell and convey, the Property.

H. Tenant Due Diligence: Zoning and Use Matters. Tenant, at its expense, as soon as practical and in any event within ninety (9 by the Tenant. Tenant, at Tenant's option, may terminate this Lease, and Tenant elects not to waive its Survey objections, Tenant may terminate this Lease and, in such event, with the exception of Tenant payment of unpaid rent through the date Tenant vacates the Property, neither Party shall have any subsequent right or obligation to lease, or to purchase or sell and convey, the Property.

I. Landlord's Purchase Option Covenants. In consideration of the option to purchase herein granted, between the Effective Date and the earlier of: (i) the Termination Date provided in section 2(c), if Tenant has not timely exercised the option to purchase; or (ii) the date of Closing, if Tenant has timely exercised the option to purchase, Landlord shall not, unless otherwise consented to in writing by Tenant:

(i) Suffer or permit any new easements, encumbrances, liens or security interests to attach to the Property, or transfer or convey the Property or any portion or portions of the Property.
(ii) Enter into any contract with respect to the Property that shall survive Closing.
(iii) Convey the Property.
(iv) Remove any improvements from the Property.
(v) Negotiate with any other party the purchase and sale of the Property.
(vi) Enter into any contracts pertaining to the Property which would survive the Closing and be binding upon Tenant.

28. **Time of Essence**. Time is of the essence with respect to all dates and times set forth in this Lease.

29. **Waiver.** The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Property shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

30. **Notices.** Any notice, demand, request or other instrument which is required or permitted to be given under this Lease or by law shall be in writing and shall be deemed given, even if the recipient shall fail or refuse to accept delivery of such notice, demand, request or other instrument, (i) when the same is personally delivered, (ii) two (2) days following the date the same is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested or (iii) one (1) day following the date any of the foregoing documents are delivered to a reputable overnight courier service, providing proof of delivery, with delivery charges prepaid. The notice, demand, request, or other instrument shall be addressed: (a) if to Landlord: City Manager, 86 W. Center Street, Douglas, Michigan

49406, or at such other address as Landlord may designate by written notice, and (b) if to Tenant, Board President, at P.O. Box 216, Saugatuck, Michigan 49453, or at such other address as Tenant may designate by written notice.

31. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; provided, that Tenant at its expense may record a memorandum providing notice of the purchase option hereunder.

32. **Captions and Headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

33. **Applicable Law.** This Lease shall be governed by, and construed in accordance with, the laws of Michigan. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

34. **Successors; Joint and Several Liability.** All rights and liabilities herein given to or imposed upon the respective Parties shall extend to and bind the successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord.

35. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.

36. **Remedies Not Exclusive**. It is agreed that each of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law.

37. **Entire Agreement**. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings by the Landlord and Tenant covering the Property, and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. This Lease may be amended or modified only by a document in writing executed by each of the Parties.

38. **Exhibits.** The following exhibits are attached to and a part of this Lease:

Exhibit A - Legal Description of the Property

39. **Counterparts**. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

40. **WAIVER OF JURY TRIAL. LANDLORD AND TENANT BY THIS SECTION WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE**

PROPERTY, OR ANY OTHER CLAIMS (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

LANDLORD:

CITY OF THE VILLAGE OF DOUGLAS
a Michigan municipal corporation

By: _____

Its: Mayor

By: _____

Its: Clerk

Dated: _____, 2021

TENANT:

OX-BOW
A Michigan nonprofit corporation

By: S. R. Stratton
Shannon R. Stratton
Its: Executive Director

By: SC Meier
Steven Meier
Its: Board President

Dated: December 7th, 2021

Open.20448.43876.27651961-1

EXHIBIT "A"

Real property consisting of the following parcel located within the City of the Village of Douglas, Allegan County, Michigan, and legally described as follows:

Property Identification No. 59-502-001-00:

Lot 1, Block 2, Mixer's Addition to the Village of Douglas, Section 16, T3N, R16W

EXHIBIT "B"

CITY OF DOUGLAS
REQUEST FOR PROPOSAL TO LEASE/PURCHASE OR PURCHASE OUTRIGHT

137 W. CENTER ST., DOUGLAS, MI

Table of Contents:

Section 1. Introduction

Section 2. Instructions / Terms / Conditions

Section 3. Requirements

Section 4. General Conditions

Section 5. Attachment A – Zoned/Uses (C1 Village Center District)

Section 6. Attachment B – Proposal Form

Section 7. RFP Sample Evaluation Scoring Form

Key Dates:

RFP Advertised:	August 19, 2021
Last Date for Questions/Tour:	September 2, 2021 @ 12:00 PM
Please submit questions to:	Jenny Pearson, Executive Assistant douglas@ci.douglas.mi.us / 269-857-1438
Proposals Opened Publicly:	September 9, 2021 @ 2:00 PM
City Council Tentative Award:	September 20, 2021 @ 7:00 PM October 4, 2021 @ 7:00 PM (alternate)

SECTION 1
INTRODUCTION

Introduction:

The City of Douglas is pleased to announce a Lease / Purchase or outright Purchase opportunity in downtown Douglas and is seeking proposals from qualified parties (Proposer) interested in a historic building with the commitment to lease / purchase or purchase outright the commercial space located at 137 W. Center St. (Property). The Property was most recently used by the public library system and has been returned to the City of Douglas per agreement. The City having no specific long-term use of the facility is offering this unique opportunity to lease / purchase or purchase the Property. The objective of the City is to put the vacant facility to use and back on the tax rolls and also seek an occupant that will contribute to the vitality of the downtown. The building is currently unoccupied and may be toured by making an appointment.

Community Description:

The City of Douglas (population 1,232) is located in Allegan County on the shores of Lake Michigan in beautiful West Michigan. Douglas is situated on Michigan's "Art Coast" and is home to a quaint downtown with a variety of retails shops, art galleries, and fine dining restaurants that attract visitors from major metropolitan areas. Being located less than three hours from Detroit and Chicago, Douglas' summer population more than doubles as seasonal residents return to family cottages to enjoy mild summers on the lake and an abundance of outdoor recreation activities such as swimming, boating, hiking, bicycling, forest trails, beaches, and sand dunes.

Building Description:

The Property is a historical wood frame building constructed in 1870 and used as a Methodist Episcopal Church until 1894. In 1894, the Church disbanded, and the building became an Odd Fellows Hall and, later, a clubhouse of the Douglas Athletic Club. It most recently was the home of the Saugatuck-Douglas District Library. The Property is located on Center Street at the intersection of Mixer Street across from the Saugatuck Douglas History Center.

The Property is an elevated single-story commercial building with daylight basement and an asphalt shingle roof. There are 2,847 square feet above grade and 2,745 square feet of finished lower level. The upper level is finished with carpet, wallpapered plaster walls, a suspended ceiling, and florescent lighting. This space is a relatively open floor plan with few interior walls. The upper level is served by an elevator and a unisex restroom, and an addition on the south end affords access to the parking lot. The lower level has a large open room, office with bathroom, breakroom, storage area, and interior stairs to the upper level. The lower level is carpeted with painted plaster walls. Some of the ceiling retains the original tin ceiling, which has been painted, while the rest is a suspended ceiling. Lighting is a combination of florescent and track lighting. There is a mechanical room that houses the furnace and hot water heater. This level is also serviced by the elevator.

The exterior of the commercial building features on-site parking, handicap ramp, and a private garden. There are six on-site regular parking spaces and one handicap accessible parking space, with available adjacent on street parking. There is also a bicycle rack on-site.

Land Description / Zoned / Uses:

The lot where the Property is located enjoys level topography and is rectangular in shape, with ± 66 linear feet frontage along Center Street and ± 130 linear feet frontage along Mixer Street. Total lot size is ± 8,580 square feet or 0.197 acre. The parcel is identified by the City of Douglas and Allegan County as a single tax parcel.

The Property is zoned Commercial in the C-1, Village Center District (District) and is a part of the Downtown Development Authority (DDA) overlay district. Attachment "A" contains the intent, district summary, performance standards, and off-street parking and loading requirements within the C-1 District per the City of Douglas Zoning Ordinance.

The intent of the DDA District is to maintain and enhance the vitality of the Village Center, provide services in close proximity to one another, reinforce the relatively intense development pattern of retail and service establishments on the ground floor with residential accommodations above, and reduce the need for on-site parking by encouraging pedestrian and bicycle connections to and from the Village Center. The compact development pattern of the Village Center establishes a pedestrian-oriented environment and stresses urban and civic design while encouraging the reuse of existing buildings. The District provides standards to reinforce the unique physical character of downtown and establishes minimum criteria for building design compatibility while promoting amenities necessary to attract business, residents, and visitors. In the event improvements, significant renovations, or reconstruction are proposed, it is assumed that the existing footprint and historic presence would be retained, other than to make the building compliant with accessibility and code requirements. It is unlikely that any significant increases to the existing building's height or footprint would be supported by the City.

Notice to Proposers:

The City of Douglas officially distributes RFP documents through the Executive Assistant's Office. Copies of proposal documents obtained from any other source are not considered official copies. The City of Douglas cannot guarantee the accuracy of any information not obtained from the Executive Assistant and is not responsible for any errors contained by any information received from alternate sources. Only those Proposers who obtain proposal documents from the Executive Assistant are guaranteed access to receive addendum information if such information is issued. If you obtained this document from a different source, it is recommended you contact the Executive Assistant at douglas@ci.douglas.mi.us, and obtain an official copy.

Type of Proposals Sought:

The City will consider proposals to: 1.) lease /purchase the Property pursuant to a three-year lease agreement that allows for its development and purchase; or 2.) purchase the Property outright pursuant to a purchase and sale agreement (PSA). Proposers may submit proposals seeking to acquire the Property through either option.

Appraisal:

The City hired John A. Meyer Appraisals Co. of Grand Rapids, Michigan to complete an appraisal report of 137 W. Center Street. The estimated market value of the Property as of April 28, 2020, was $430,000.

"As-Is" Condition:

It is believed the Property is in good working order. The Property will be leased / purchased, or purchased outright, in its "as-Is" condition, without representation or warranty, express or implied, as to kind, character or its fitness for, or ability to be developed, for any particular use or purpose. If the City conducted reports for use of the Property for its own purposes, such reports can be made available to potential Proposers if the information is determined to be public and applicable. The Property will be leased / purchased, or purchased outright, subject to any and all assessments, easements, rights-of-way, restrictions, reservations and conditions of any nature and kind whatsoever.

Proposers shall be responsible to fully acquaint themselves with the title and condition of the Property that may affect a Proposer's ability or capacity to develop the Property. Failure or omission of any Proposer to acquaint itself with the condition of title or the condition of the Property shall in no way relieve it of any obligation with respect to the RFP, if awarded.

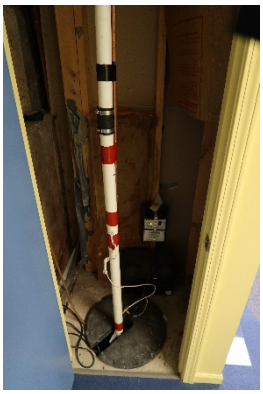
Environmental Site Assessment:

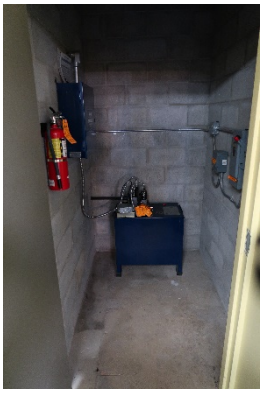
A Phase 1 Environmental Site Assessment has not been obtained by the City as the City believes there is a low probability of contamination given the history of site as a church, library and athletic club. An awarded Proposer will be permitted to complete an Environmental Site Assessment during the Feasibility Period and/or, if applicable, Option Period, in each case as defined below, at the Proposer's expense.

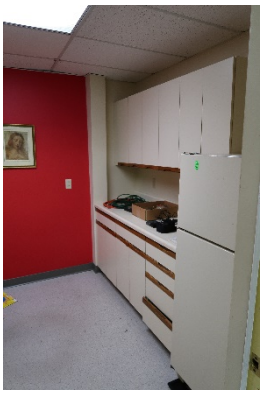
The City has not investigated the presence of lead, asbestos, radon or any other potentially hazardous material or condition on the Property. Radon is a common naturally-occurring ground condition in Michigan. All painted materials are presumed to contain lead, and the City has not investigated whether construction materials in use on the Property contained asbestos. Again, an awarded Proposer will be permitted to complete an investigation to determine the extent to which radon, lead paint and/or asbestos may be present upon the Property during the Feasibility Period and/or Option Period, if applicable, in each case as defined below, at the Proposer's expense.

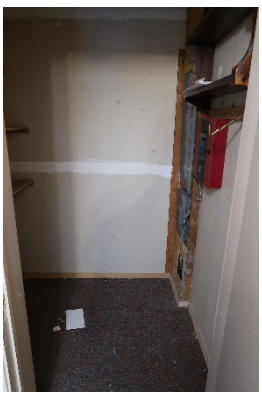
LIBRARY

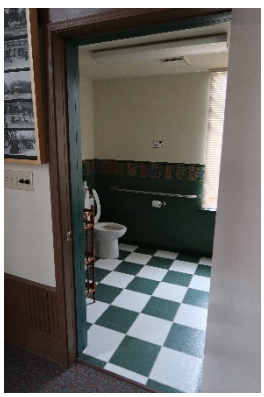
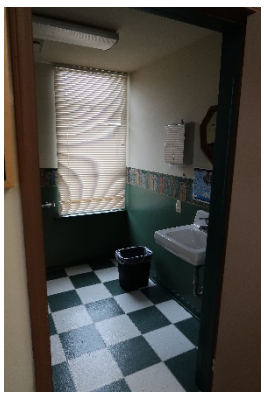
CHILDREN'S ROOM

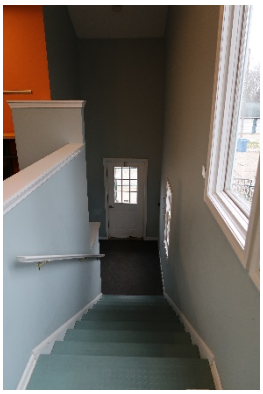










SECTION 2
INSTRUCTIONS / TERMS / CONDITIONS

General Instructions for Proposal:

This Request for Proposal (RFP) solicits proposals from persons wishing to lease/purchase, or purchase outright, the Property, which is located in downtown Douglas. It is the sole responsibility of the Proposer to have their RFP submitted on time and in accordance with the key dates listed in this proposal. Late proposals will not be accepted.

Advertising – All RFP will be advertised on the City's website and by such other means as to provide reasonable notice to the maximum number of persons anticipated to submit proposals in response to the RFP.

Authorized Signer – Proposals must be made in the official name of a firm or individual authorized to conduct business for the Proposer and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Acceptance of Terms and Conditions – By submitting a proposal, the Proposer agrees to be governed by the terms and conditions set forth in this RFP, as well as applicable state and local law. Any exceptions to the specifications must be clearly identified in the last section of the Proposer's response.

Information Disclaimer – The information contained herein is in summary form. It is believed to be accurate, however, no warranties are expressed or implied. Interested parties should familiarize themselves with the Property itself, relevant reports, and the requirements of the City of Douglas.

Rejection of Proposals – If material errors are found in a proposal, or if a proposal fails to materially conform to the requirements of the RFP, the City may reject the proposal. Data and information submitted in the proposal should be prepared in a manner designed to provide the City with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP.

Submittals – Provide one (1) original paper and four (4) additional paper copies of the proposal.

Questions and Property Tours – Proposers are encouraged to visit the Property to become thoroughly familiar with the Property and its surrounding environment. For inquiries or to schedule a tour of the Property the Proposer may do so by contacting Jenny Pearson at douglas@ci.douglas.mi.us in accordance with the key dates. Tours will only be conducted during normal business hours (8:00 a.m. to 4:00 p.m.) and will require a minimum of a forty-eight (48) hours' advance notice for scheduling.

Proposal Non-Withdrawal Period – After the proposal has been submitted to the City of Douglas, it may not be withdrawn for one hundred fifty (150) calendar days after the date of the opening.

Terms and Conditions of Proposals:

TERMS AND CONDITIONS APPLICABLE TO LEASE TERM OF LEASE/PURCHASE PROPOSALS, ONLY:

- The Proposer will not structurally alter the Property without the express written consent of the City.

- The Proposer will repair any and all damages to the Property attributable to use of the Property by the Proposer or its invitees. In the event the Property is not repaired as described herein and the City is forced to make repairs, the Proposer will reimburse the City for any and all expenses associated with such repairs and all costs in connection with the collection of such expenses, including, but not limited to attorney's fees and other costs of collection.

- The Proposer will obtain at its own expense all necessary permits and licenses required by any and all authorities having jurisdiction over the Property.

- The Proposer will be responsible to maintain and repair the Property and all improvements in a good condition, ordinary wear and tear excepted,

- All improvements to the Property shall be approved by the City in writing prior to the start of any work and will be subject to the following conditions:

    - Ensure safety, security, and proper desirable use of the Property.
    - Ensure high-quality improvements are made to the Property.
    - Leasehold improvements will become the property of the City upon termination of, or reversion pursuant to, the Lease / Purchase Agreement.

- The awarded Proposer will operate the Property in full compliance with all applicable laws, ordinances, and regulations.

- The awarded Proposer will, at its own expense, obtain and keep in force "all-risk" property casualty insurance in an amount not less than the purchase price of its lease/purchase proposal and general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence, through the original and successive terms of the Lease / Purchase Agreement. The City of Douglas will be named as additional insured on the certificate of liability insurance. A copy of the certificate of liability insurance will be furnished to the City on an annual basis by the awarded Proposer.

- The awarded Proposer will, at its own expense, be responsible for all lawn and garden maintenance, snow removal, and any other exterior maintenance.

TERMS AND CONDITIONS APPLICABLE TO ALL PROPOSALS:

Each Proposer shall outline the terms and conditions of their proposal. Each proposal shall conform with or exceed the requirements of this RFP.

Submission of Proposals:

All proposals must be delivered in a sealed envelope. Proposals should be clearly labeled on the outside of the envelope: **Request for Proposal for Lease / Purchase or Purchase, 137 W. Center St., Proposers Name, Address, and Date.**

Proposals should be mailed or delivered in person to:

City of Douglas
c/o Jenny Pearson, Executive Assistant
86 W. Center St., PO Box 757
Douglas, MI 49406

Lease / Purchase Contract or Purchase Contract

Subsequent to an Award, as applicable, a proposed Lease / Purchase or Purchase Contract between the City and the selected Proposer will be provided by the Douglas City Attorney, and a final Lease / Purchase Contract or Purchase Contract, incorporating any Proposer changes consistent with the Proposal as are acceptable to the City, will be duly executed between the City and the selected Proposer..

Binding Offer

Proposals shall remain valid for a period of one hundred twenty (120) days following the RFP deadline and will be considered to be a binding offer, assuming all terms are satisfactorily negotiated. The submission of a Proposal shall be taken as evidence that the Proposer has familiarized itself with the contents of this RFP.

Collusion

More than one Proposal from the same Proposer under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is submitting more than one Proposal will cause the rejection of all Proposals in which the Proposer is involved. Proposals will be rejected if the City reasonably determines that there is reason to believe that collusion exists among Proposers, and no participant in such collusion will be considered in any future RFP.

Professional Fees and Services

All costs incurred in the preparation of a Proposal are the responsibility of the Proposer and shall not be reimbursed. The Proposer shall be responsible for the selection and payment of all professional fees and services associated with their respective interests in any Proposal submitted in response to this RFP, and if applicable, the negotiation of the Lease/Purchase Contract or Purchase Contract. Professional fees and services shall include, but not be limited to, architects, engineers, design professionals, contractors, legal representation, and/or real estate representation.

Lobbying

Proposers are prohibited from lobbying City of Douglas employees, advisory committees, or elected officials regarding this RFP or contract, or during the pendency of any Award protest, by the Proposer/protestor or any member of the Proposer/protestor's staff, an agent or employee of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the RFP or contract, or has a pending Proposal protest is strictly prohibited until either an award is formal or any protest is formally resolved by the City; provided, however, nothing herein shall prohibit a prospective Proposer from contacting the Michigan Township Services (MTS) or the Planning and Zoning Department to address situations such as clarification and/or questions related to the procurement process or about questions related to zoning or building code requirements. For purposes of this provision, lobbying activities shall include but not be limited to, influencing, or attempting to influence action or non-action in connection with any RFP or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of person and/or entities specified in this provision. Such actions may cause any RFP or contract to be rejected or disqualified from consideration.

POST-AWARD TIMELINE

1. Feasibility Period:
   The awarded Proposer shall have 60 days from the date of City notification of an Award (the "Feasibility Period") in which to (a) investigate the condition of title to the Property and (b) conduct a feasibility study of the Property. For good cause attributable to factors beyond the control of the awarded Proposer, the City in its sole discretion may extend the Feasibility Period by up to 30 additional days. The awarded Proposer in its discretion may elect by written notice to the City to waive the Feasibility Period, in whole or in part (a "Feasibility Period Early Termination"). The City will furnish to an awarded Proposer such information concerning the condition of title to the Property as the City has in in its possession, but does not intend to provide in accordance with this RFP or to an awarded Proposer a current commitment for title insurance or, upon purchase close of escrow, a title insurance policy. In lieu thereof, during the Feasibility Period, the Proposer shall have an opportunity to investigate the condition of title and inspect all aspects of the Property and determine, in the awarded Proposer's sole and absolute discretion, whether or not to consummate the Lease / Purchase Agreement or PSA. Any studies undertaken by the awarded Proposer during the Feasibility Period or, if applicable, Option Period, shall, except as may be in writing agreed by the City, be non-invasive, and will be at the awarded Proposer's expense. If the awarded Proposer notifies the City during the Feasibility Period that it elects to not execute a Lease / Purchase Agreement or PSA, the City, in its discretion, may withdraw the Award and engage with the next highest-ranked Proposer.

2. Execution of Lease / Purchase Agreement or PSA:
   The City and awarded Proposer shall execute and deliver a Lease / Purchase Agreement or PSA, as applicable, within 30 days after expiration of the Feasibility Period or the date of a Feasibility Period Early Termination, as applicable, unless that time period is extended by mutual agreement between the City and the awarded Proposer. The terms of said Lease / Purchase Agreement or PSA will be based on the awarded Proposer's

proposal. Failure of the awarded Proposer to timely execute and deliver a Lease / Purchase Agreement or PSA consistent with this RFP and the awarded proposal and otherwise reasonably acceptable to the City may, in the discretion of the City, result in withdrawal of the Award, whereupon the City may engage with the next highest-ranked Proposer.

3. Lease / Purchase Option Period:
   A Lease / Purchase Agreement will include an option period not longer than 18 months from the date of its execution (the "Option Period") in which the awarded Proposer may commit to complete the purchase process by closing purchase escrow upon expiration of the three-year lease term or, in the sole discretion of the awarded Proposer, at any time prior thereto, in which event and upon the closing of purchase escrow the lease automatically shall terminate . If instead during the Option Period the awarded Proposer notifies the City that it has elected to not commit to purchase the Property pursuant to the terms and conditions of the Lease / Purchase Agreement, the City may declare an Early Lease / Purchase Termination in accordance with the next paragraph 4 of this Section 2 and immediately offer the Property to the next-highest-ranked Proposer.

4. Default or Early Termination of Lease / Purchase Agreement:
   If the Property is leased, the City, in its discretion, both under the circumstances described in the preceding paragraph 3 of this Section 2, and after a default by the awarded Proposer in the timely payment of lease payments as, and when, required by the Lease / Purchase Agreement which is not cured within 30 days after written notice from the City of such default, the City may terminate all unexpired lease and purchase rights of the awarded Proposer (an "Early Lease / Purchase Termination"). An awarded Proposer may terminate a Lease / Purchase Agreement and surrender possession of the Property at any time during the lease term upon 30 days' notice of its intention to do so.

5. Title & Escrow: **If the Property is to be purchased,** the awarded Proposer shall deliver at close of purchase escrow the cash necessary to close the purchase escrow as defined in the Lease Purchase Agreement or PSA, as applicable. The purchase escrow shall close by no later than 3 months after the execution of the Lease / Purchase Agreement or PSA, as applicable. An awarded Proposer shall give the City at least 21 days advance written notice of election to close the purchase escrow.

Inspections & Fees

The awarded Proposer shall be responsible for all inspections and all related costs for the proposed development. If the Property is being purchased, the awarded Proposer will be responsible for all escrow and closing costs, including but not limited to recording fees, document and transfer taxes, title insurance premiums and any escrow costs.

No Commissions

This proposal is made directly to interested parties or principals. The City shall not pay a real estate commission to the awarded Proposer's broker, and all proposals shall be net of, and shall indemnify the City against, any awarded Proposer brokerage claims..

CITY OF DOUGLAS
SECTION 3
REQUIREMENTS

This Request for Proposal (RFP) is to solicit proposals to Lease / Purchase or Purchase 137 W. Center St. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be leased/sold as is with no proposed improvements planned by the City of Douglas.

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

1. Explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the downtown.

2. Compatibility with the City's zoning, Master Plan, and DDA Plan. Plans can be found on the City's website at www.ci.douglas.mi.us.

3. Resume' of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.

4. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer.

5. Statement that the Proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.

6. Statement that the Proposer or its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties have or have not been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain.

7. Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under $250,000? If so, explain.

8. Report(s) from any financial credit rating service for the Proposer with whom the City may contract or the member or members of that entity who will be responsible for financial obligations and on whom the City should rely for financial performance.

9. Any other financial statements and/or other documents that would indicate acceptable

financial standing and the ability of Proposer to fund the proposed Lease / Purchase or Purchase of the City Property.

10. A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their address/location(s) and other appropriate contact information.

11. Description of employment opportunities that will be created by the Lease / Purchase or Purchase including a description of the type, number of positions, and the estimated salary range of those positions.

12. Proposed operating schedule.

13. A primary contact name and information, including phone and email.

14. Affirmative statements that:
    a) Proposer's entity will occupy the structure.
    b) The Proposer will not sublet or sublease the Property.

15. Lease / Purchase Offer: An acceptable offer will describe (a) the annual base rent, and the frequency of any installment payment of rent, to be paid to the City during the three (3) year lease period per the Lease / Purchase Agreement; and, proposed leasehold improvements, if any, including description, function, and estimated cost, Proposed improvements shall receive City approval prior to implementation, must comply with all relevant building codes, and must be completed by State of Michigan contractors. Specific leasehold improvements may require the tenant to secure a building permit(s) and zoning review. The tenant shall be responsible for all improvement fees including, but not limited to, design, permitting, and construction. Leasehold improvements will become the property of the City upon termination or reverting of the Lease / Purchase Agreement.

16. Purchase Offer Price: Each Proposer should formulate their best and final purchase offer in their lease / purchase or outright purchase proposal. The City expressly reserves the right to accept an offer other than the highest responsive offered price.

17. A Complete and signed Proposal Form Attachment B

Familiarity:

Interested Proposers should study the Property, visit the site, carefully review any available relevant reports or City requirements, and comply with the terms outlined in this RFP. An Agreement will be entered into with the most responsive and responsible Proposer whose offer is deemed most advantageous to the City. In deciding which offer is the most responsive, responsible, and advantageous to the City, the City will consider all factors set forth in the proposal documents.

Selection:

Proposals to lease / purchase, or purchase outright, the Property may be held by the City for a period of not to exceed one hundred fifty (150) days from the opening date and time for the purpose of reviewing the contents of all of the proposals. The proposal shall remain in effect and may be subject to negotiation during this period. The review may consider compliance with applicable federal, state and local laws, regulations, and requirements, but it will be the ultimate responsibility of the Proposer, if selected, to ensure that it will comply with all applicable federal, state and local laws, regulations, and requirements.

All qualified Proposals that are determined to be in the public interest for uses in accordance with the Property will be presented to the City of Douglas Building Team for consideration and for recommendation to the City Council for award in accordance with key dates outlined in this RFP. Evaluators will use the RFP Evaluation Scoring Form in Section 7.

It is the intent of the City of Douglas to award a proposal to a Proposer who is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding contribution to the vitality of the downtown, capabilities to provide the Proposers specified services, and other factors which the City of Douglas may consider.

Interviews may be required to assist in evaluating each proposal and qualifications. If an interview is needed, Proposers will be contacted to make necessary arrangements.

The City reserves the right to waive any defect, irregularity, or informality, reject or cancel, reissue, extend the deadline time and/or date, consider and accept an alternate RFP as provided herein when most advantageous to the City. Proposals will be opened and read publicly in accordance with the key dates. Proposal documents received after this date and time will not be accepted. Incomplete proposals will not be accepted. If action to make an award is delayed, it will be acted upon within thirty (30) days from the City Council's tentative award date as indicated in the key dates.

No proposal will be accepted or awarded to any person or entity that is in arrears or is in default to the City of Douglas upon debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

The City Council, in its sole discretion, will determine the best response to this RFP. The City Council reserves the right to reject any and all responses, to waive irregularities in the proposal and/or process and withdraw any and all described real property from the market.

Lease / Purchase Term:

The lease term of a lease / purchase agreement shall be three (3) years. Monthly rent shall be due by the last business day of each month effective upon the date the agreement is fully executed by all parties. Rent must be paid to the City of Douglas, C/O Treasurer at the address of PO Box 757, Douglas, MI 49406. After such time, the Proposer is legally obligated to purchase the Property. Proposer will be expected to seek financing and fully purchase the Property. Failure to purchase

will require the City to reclaim the Property.

Lease / Purchase of the Property is to a single entity. Accordingly, dividing and/or subleasing of the Property to multiple parties/entities will not be considered.

Possession:

Possession of the Property shall be delivered to the awarded Proposer per the Lease / Purchase Agreement or at close of the escrow as defined in the PSA.

Remedies Upon Default:

In the event of any default by the Proposer under a Lease / Purchase Agreement or PSA, then, in addition to any other remedies available to the City at law or in equity, the City shall have the option to terminate the Lease / Purchase Agreement or PSA, as applicable, and all rights hereunder by giving written notice of termination. Proposer is not entitled to any refund of rent or option consideration whatsoever.

Closing and Settlement:

Closing and settlement shall be at a title company designated by the City. All closing costs and any points, fees and/or changes imposed by the Proposers lender shall be the sole responsibility of the Proposer. The City shall only be responsible for its pro-rated share and the ad valorem taxes due as of the date of closing. It is the Proposers sole responsibility to arrange financing for the transactions. The City has made no representations to Proposer regarding the availability of financing of Proposers ability to qualify for financing.

CITY OF DOUGLAS
SECTION 4
GENERAL CONDITIONS

Familiarity with Laws:

The Proposer is presumed to have full knowledge of and be in compliance with all Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the services provided to the City. The Proposer is required to be licensed to do business as an individual, partnership, brokerage, or corporation in the State of Michigan. Ignorance on the part of the Proposer will in no way relieve Proposer of responsibility to adhere to such regulations.

Addenda:

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the RFP documents. Only those vendors who obtain an RFP from the Executive Assistant are guaranteed access to receive addendum information if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you contact the Executive Assistant at douglas@ci.douglas.mi.us, and obtain an official copy.

Trade Secret:

Any language contained in the Proposers proposal purporting to require confidentiality of any portion of the proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Michigan law, shall be void. The City shall be the final arbiter of whether any information contained in the Proposers proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO MICHIGAN LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

Advertising:

In submitting a response, the Proposer agrees not to use the results thereof as a part of any commercial advertising.

Exclusivity of Contract:

A Lease / Purchase Agreement or PSA is exclusive and non-assignable, and a ny attempted

assignment, delegation, transfer, or conveyance is void.

Insurance:

A. Upon award of Lease/Purchase Contract, Proposer shall maintain at its expense during the entire term of this Contract, the following insurance per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C).

1. **Commercial General Liability Insurance** - The Proposer shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **$1,000,000** (One Million Dollars) per occurrence combined single limit.

2. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **$1,000,000** (One Million Dollars) each person and **$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **$1,000,000** (One Million Dollars) each occurrence.

3. **Worker's Compensation** insurance in the amount required by state statue.

B. All policies shall name the Proposer as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, Proposer may agree to provide notice of such cancellation or reduction.

C. The City of Douglas shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to the City of Douglas, Clerks Office at PO Box 757, Douglas, MI 49406 to commencement of performance under this Lease/Purchase Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City

D. The Proposer shall be responsible for payment of all deductibles contained in any insurance required hereunder.

E. If, during the term of this Lease/Purchase Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Proposer will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Proposer's expense, under valid and enforceable policies, issued by the insurers of

recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

F. The provisions requiring the Proposer to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Proposer under this contract.

G. The City has the authority to vary from the specified limits as deemed necessary.

If any provision or portion thereof of this Lease/Purchase Contract is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Contract to either party, such provision shall not render unenforceable this entire Contract. Rather, the parties intend that the remaining provisions shall be administered as if the Contract did not include the invalid provision.

Indemnification:

The selected Proposer shall hold and save harmless the City, its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected Proposer shall indemnify, save harmless, and undertake the defense of the City, its City Council, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Proposers operation pursuant to this Contract and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Proposer within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Proposer hereunder, for which the City may be entitled to a claim or indemnity against the Proposer, under the provisions of this Contract. Proposer shall have the right to control the defense of any such claim, suit, or actions. The Proposer shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Proposers breach of any of the provisions of the Contract. Proposer shall not be responsible for negligent acts of the City or its employees.

Public Records:

Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the proposal unless the City announces intent to award sooner.

Equal Employment Opportunity:

To ensure nondiscrimination in employment, the successful proposer must have on file or execute with the City, an Equal Employment Opportunity statement.

CITY OF DOUGLAS
SECTION 5
ATTACHMENT A – ZONED/USES

ARTICLE 10:
C-1 VILLAGE CENTER DISTRICT

Section 10.01 Intent of C-1 Village Center District

The intent of this District is to maintain and enhance the vitality of the Village Center, provide services in close proximity to one another, reinforce the relatively intense development pattern of retail and service establishments on the ground floor with residential accommodations above, reduce the need for on-site parking by encouraging pedestrian and bicycle connections to and from the Village Center, and to expand the employment base and residential population of the Village Center. The compact development pattern of the Village Center establishes a pedestrian-oriented environment and stresses urban and civic design while encouraging the reuse of existing buildings. The District provides standards to reinforce the unique physical character of downtown and establishes minimum criteria for building design compatibility while promoting amenities necessary to attract business, residents and visitors.

Section 10.02 District Summary

A. Permitted Uses

- Accessory Use, when accessory to permitted use
- Antique Store
- Art gallery
- Essential Public Services
- Library
- Museum
- Neighborhood Parks
- Office Building
- Outdoor Public Recreation
- Personal Service Establishment
- Professional Service Establishment
- Residential above Retail or Office
- Restaurant, Standard
- Retail Business or Retail Sales
- Showroom
- Studio for Performing/Visual Arts

B. Special Land Uses

- Animal Grooming, subject to Section 26.03
- Buildings associated w/ Public Facilities, subject to Section 26.29
- Convalescent or Nursing Home, subject to Section 26.11
- Hotel, subject to Section 26.22
- Movie Theater, subject to Section 26.23
- Place of Public Assembly, Large, subject to Section 26.26
- Private Recreational Facilities, subject to 26.27
- Residential, Ground Floor, subject to 26.13
- Schools subject to Section 26.31

C. Site and Building Placement Standards

Minimum Lot Area: (square feet)	4,000
Minimum Lot Frontage:	20 ft.
Maximum Lot Coverage:	80%

Minimum Setbacks:

Front: 0 ft

Side: 5 ft., except where a commercial building is placed directly upon the side lot line.

Rear: 5 ft., except where the rear yard abuts a side yard in a residential district the rear yard shall be 25 ft. The full width of a public alley between the rear yard of a lot and a side yard of a lot in a residential district may be considered part of the rear yard for setback computation.

(See Schedule of Regulations)

ATTACHMENT A CONT.

D. Building Form Standards	
Maximum Principal Building Height:	28 ft.
Maximum Number of Stories:	2
Roof Pitch:	Flat with parapet or 6:12 to 12:12
Minimum Transparency:	
Ground Floor:	60%
Upper Stories:	30%
First Floor Use:	Non-residential
Residential Access:	Separate from Commercial Entry
Recessed Entry:	3 feet to 5 feet
Building Materials:	
Structural Components:	Wood, masonry, pre-cast concrete, or metal.
Building Facades:	Wood, brick, stone, fluted block glass or similar decorative material. With the exception of roofing materials, exterior finish shall not be factory finish metal or vinyl siding. Canvas, nylon, and other synthetic materials may be utilized for decorative and non-structural porticos, canopies, and other attachments.

Section 10.03 Performance Standards

a) Storage of materials or goods shall be enclosed entirely within a building or shall be enclosed so as not to be visible to the public from any abutting residential district or public street.

b) No major repairs or refinishing of products shall be done outside of the principal structure.

c) No lighting shall in any way impair the safe movement of traffic on any street or highway.

d) Screening at least six (6) feet in height shall be erected to prevent headlight glare from shining onto adjacent residential property. No screening shall in any way impair safe vertical or horizontal sight distance for any moving vehicles, or be closer than thirty (30) feet to any street right-of-way line.

e) Material which is normally and reasonably discarded from commercial uses of property may be stored outside of an enclosed building for a reasonable time provided that such storage areas are completely screened by an opaque fence of not less than six (6) feet in height.

f) All storage of materials on any land shall be within the confines of the building or part thereof occupied by said establishment.

g) All building structural components shall be made of wood, masonry, pre-cast concrete, or metal. All building facades shall be constructed or clad with wood, brick, stone, fluted block glass, or similar decorative material. With the exception of roofing materials, exterior finish materials shall not be factory finish metal siding or sheeting. Canvas, nylon, and other synthetic materials may be utilized for decorative and non-structural porticos, canopies, and other attachments.

h) In recognition of developing technologies in building materials, the Planning Commission may approve other materials in consideration of the following standards.

1. Whether or not the finished treatment is compatible with surrounding properties in terms of color and overall image.
2. Relative scale of the building in terms of height and area.
3. The extent to which the building is set back from the street frontage(s) and the amount and quality of landscaping on the street frontage(s) and along the building.
4. Such other conditions which the Planning Commission may deem relevant in order to protect the health, safety, and general welfare of the City and its inhabitants.

i) The use of a roof area of a building shall meet the following standards:

1. No more that fifty (50) percent of the roof area shall be used.
2. The area used by the tenants or owners of the building shall be secured by fence or similar structure with a height of four (4) feet.
3. The uses of the roof area shall be compliant with the Noise Ordinance of the City.
4. The area of the roof to be used shall not be closer that eight (8) feet to the edge of the roof.
5. The area of the roof to be used shall contain a surface that is fire resistant as approved by the Fire Chief.
6. The Fire Chief shall review the roof area and provide comments on public safety concerns if any.

j) Each property subject to site plan review shall be required to provide the following elements unless waived by the Planning Commission as being impractical or unreasonable during the site plan review process.

1. Provision of street trees between the front of the building and the street.

2. Provision of green space in the form of a planting area, flower box, planting structure, or similar landscape element to soften the effect of concrete and asphalt on the site.
3. Provision of a patio, street furniture or similar public use area to enhance the pedestrian elements of the downtown area.
4. The placement of street furniture or other elements noted above should not diminish the area or space between the front of the building and the curb of the street to less than eight (8) feet in width.

k) Where a building is proposed to be constructed with a setback from the primary street frontage of greater than 10 feet, the applicant shall be required to install a minimum five foot landscape strip along the entire linear frontage of the site which shall include landscaping as required within Article 21 as well as a consistent hedge row or stone or masonry sitting wall no taller than three (3) feet and no shorter than eighteen (18) inches to maintain a consistent and defined street edge along the public right of way. The Planning Commission may approve a public use area in lieu of a landscape strip or sitting wall provided that such use area is determined to be readily available to the general public and satisfies the requirements of Section 10.03(j).

Section 10.04 Off Street Parking and Loading

Whenever a use or activity requiring off-street parking is created through new construction, increased floor area, increased intensity of activity or by structural alteration of a building or increasing the intensity of activity in some other matter, off-street parking spaces shall be calculated and required as follows:

a) Principal buildings, as defined in Section 2.03, may be utilized to their capacity through structural alteration or rebuilding (excluding basements and additions) for the permitted use(s) occupying such building on the effective date of this ordinance and shall be exempt from providing off-street parking spaces to accommodate such use(s). Uses requiring an equal or lesser number of parking spaces may be substituted for the use of record on the effective date hereof, without providing off-street parking spaces. However, when additions are made to existing buildings, or when uses requiring more spaces than such use are substituted or intensified, off-street parking spaces shall be provided as set forth in Section 10.04 (b).

b) C-1 District Parking Requirements

The number of off-street parking spaces required in the C-1 District shall be determined as follows:

ATTACHMENT A CONT.

1. Any use permitted by right and required to provide parking as described in Section 10.04(a) shall provide fifty percent (50%) of the required parking for each use as identified in Section 19.03. Uses permitted by Special Land Use shall be required to provide one-hundred percent (100%) of the required parking for each use as identified in Section 19.03.
2. The Planning Commission may reduce or waive the parking space requirements of Section 19.03 and Section 10.04(b)(1) where the applicant is able to demonstrate that:
   i. The proposed use on-site is in keeping with the character and intent of the C-1 District as described in Section 10.01 of the Zoning Ordinance, as well as the Tri-Community Plan;
   ii. Strict compliance with the required parking provisions for the proposed use would unreasonably prevent the owner from using the site in accordance with the intent of the district or would render conforming unnecessarily burdensome; and
   iii. Any reduction or waiver of the number of required parking spaces shall not exceed the minimum necessary to accommodate the proposed use, addition or new construction.
3. For such building additions, expansions, new construction, changes of use and/or intensity of use on site which would normally require more than an additional five (5) parking spaces, or which would reduce the total parking on site by more than five (5) parking spaces, or which may be expected to be particularly burdensome upon the existing parking supply in the Village Center, the Planning Commission may require that the applicant fund a parking impact analysis of the proposed use and its potential impacts upon the Village Center District.
4. Where parking modifications are granted, the Planning Commission shall consider the performance standards of Section 10.03 (j) where such standards have the effect of enhancing the pedestrian environment and shall consider requiring amenities such as bicycle racks and/or such other similar measures to be provided on-site and made available to the general public in-lieu of required off-street parking spaces, which have the effect of supporting alternative means of transportation within the community.
5. The Planning Commission may request that the Downtown Development Authority review and provide a recommendation of the proposal prior to making a final decision pertaining to any modifications of the required on-site parking.

ATTACHMENT A CONT.

6. Required loading spaces, as specified within Article 19 of this ordinance, shall only be waived where adequate loading space is already present on an adjacent and adjoining site and where an easement, acceptable in form and content by the City Attorney, to use such space is provided to the applicant from the owner of such site and is recorded with the Allegan County Register of Deeds.

CITY OF DOUGLAS
SECTION 6
ATTACHMENT B – PROPOSAL FORM

TO BE COMPLETED AND SUBMITTED AS ATTACHMENT B (Per Section 3)

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal that was issued by the City of Douglas on August 19, 2021.

_____
Name of Company/Organization

_____
Authorized Signature of individual submitting proposal for above Company/Organization

_____
Printed name of individual above

_____
Date

_____
Email address

_____
Phone

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

CITY OF DOUGLAS
SECTION 7
RPF EVALUATION SCORING FORM

INSTRUCTIONS TO EVALUATORS:

Evaluators will use the attached form to evaluate Lease / Purchase or Purchase proposals. It is recommended that each evaluator read each proposal first. Then, do your scoring during a second read of each proposal. In each category, the maximum number of points that can be awarded is listed in the second column. To assist in the evaluation process, please reference Section 3, Requirements. You may use a blank sheet to record key notes during your evaluation.

SAMPLE

Evaluation Factor	Points	Proposer #1	Proposer #2	Proposer #3	Proposer #4
Proposal	50				
Resume	10				
Financial	10				
Description/History	10				
Employment Opportunities	20				

Reviewer Name: _____

Open.20448.43876.27008155-1

EXHIBIT "C"

Ox-Bow Proposal

ORIGINAL

Proposal for Lease/Purchase
137 W Center St.

Submitted by:

Ox-Bow School of Art
3435 Rupprecht Way
Saugatuck, MI
49453

Est. 1910

I. Use

Ox-Bow School of Art is proposing to occupy 137 W Center St., Douglas, Michigan for the purpose of:

i. Offering its current on-campus programming to the larger public which includes, but is not limited to: exhibitions, lectures by professional visiting artists, food and beverage events
ii. Developing new public programs specifically for a West Michigan audience which includes, but is not limited to: artist lectures, readings and book tours, screenings, performances, food and beverage events
iii. Managing an exhibition space dedicated to art exhibits including, but not limited to: those developed in partnership with other non-profits in the Lake Michigan (including Wisconsin, Indiana and Illinois) and greater Michigan region; addressing Ox-Bow and regional art histories; featuring artists associated with Ox-Bow both currently and historically
iv. Managing a retail space dedicated to supporting Ox-Bow affiliated artists and regional artisans
v. Housing and making available Ox-Bow's archives for public study by appointment
vi. Use as head regional office for administrative staff

II. Compatibility

Ox-Bow School of Art's intended use of 137 W Center St., Douglas, Michigan is compatible with C-1 permitted uses: "Art gallery," "museum," "office building," "retail business," and "studio for performing/visual arts." As well as special land uses: "place of public assemble, large."

Ox-Bow School of Art's intended us for 137 W Center St., Douglas, Michigan is compatible with The City of the Village of Douglas' Master Plan, as accessed on their website and dated Fall 2016:

Ox-Bow as a non-profit art organization is, and has been historically, committed to building and nurturing community on our campus. We seek a wider and deeper connection to the region which we have called home for 111 years, and believe we share many common values, including pride in our community, including our parks and public spaces; a commitment to cultural diversity; and stewardship of the natural environment.

As a historic arts and culture organization that has been in the region since 1910, our contribution to the reputation "art coast" is established. However, while we may be responsible for bringing countless national and international artists to the region over our lifetime, we have been less visible locally on a day-to-day basis. We believe that we have the history and expertise as an established and internationally respected arts and culture nonprofit to contribute to the unique and distinctive experiences stated in the Master Plan's Strategic

Direction for PEOPLE, ARTS and CULTURE on page 45. In doing so, Ox-Bow's reputation has a high probability of attracting further arts and culture producers to the region. In addition, both our in-house talent and network of artists, curators and partners provide a solid basis for the development and management of quality programs that could intersect with some of the Master Plan's programming objectives, as stated on page 94 of Implementation Strategies, namely: temporary/pop-up art displays and public art exhibits.

III. Resume

Ox-Bow was founded in 1910 in Saugatuck, Michigan. We have over 100 years of experience programming visual arts education in the region for ages 16+. We are currently funded by The National Endowment for the Arts, The National Endowment for the Humanities, The Michigan Council for Arts and Cultural Affairs, The Windgate Charitable Foundation, The Efroymson Family Fund, Allegan County Community Foundation, The Cynthia Woods Mitchell Fund for the National Trust for Historic Preservation, The Cohen Charitable Fund, Hedberg Foundation Inc., Grand Rapids Community Foundation and numerous private donors. We have a strategic alliance with the School of the Art Institute of Chicago who provide college credit for our summer, winter and online classes. We have also cultivated a number of other partnerships with schools throughout the United States to provide fellowship and non-credit opportunities to students in BFA and MFA programs, including: Cranbrook Academy of Art, Grand Valley State University, Kansas City Art Institute, Pratt Institute, Rhode Island School of Design, University of Texas at Austin, Cooper Union and Tyler School of Art. Our staff and board represent a wide range of expertise in the arts and humanities with our current Executive Director joining us with 18-years of experience as a museum and non-profit visual arts curator and college professor, most recently as Chief Curator at the Museum of Arts and Design in New York.

IV. Financials

See attached A: 2 years of audited financials

V. Ox-Bow is not a subsidiary of any other corporations, partnerships or firms. Our strategic alliance with The School of the Art Institute of Chicago, established in 1995 and set for 99 years unless otherwise terminated, defines our partnership insofar as SAIC provides college credit for Ox-Bow's classes in the visual arts, and otherwise states each party is responsible for funding all aspects of their respective operations, activities and programs. SAIC does not have any rights in any name, trade name, trademark, logo or other intellectual property of Ox-Bow as a result of this agreement.

VI. Ox-Bow has not been adjudged bankrupt, either voluntary or involuntarily, within the past ten years.

VII. There is no pending litigation against Ox-Bow.

VIII. No other entity is responsible for Ox-Bow's financial obligations.

IX. Please consult audited financials.

X. Founded in 1910 by Walter Clute and Frederick Fursman, Ox-Bow School of Art is a non-profit organization offering year-round programs that cater to degree-seeking students, professional artists and those new to the field. The organization was officially incorporated as a 501c3 in June 1972 as "Ox-Bow." There are no other parties who have a beneficial or financial interest in the proposal other than the entity Ox-Bow.

Key personnel contact information:

Shannon Stratton, Executive Director.
Saugatuck, MI
sstratton@ox-bow.org
773-870-5032

Steve Meier, Board President.
Chicago, IL
stevenchas53@gmail.com
708-220-0378

A full list of our staff and Board of Directors can be accessed here: https://www.ox-bow.org/team

XI. Potential (New) Employment Opportunities:

Gallery & Retail Manager, ¾ time position managing retail and gallery operations: $45,000-60,000/year

Exhibition & Operations Manager, Part-Time position managing exhibition and events execution (installation, AV etc.): $18-$25/ hour

Events & Catering Staff: $15-$18/hr

Contract artist lecturers, exhibitors and other temporary programming: $500-$5000 per contract

Contract workshop leaders: $300-$1000 per contract

XII. Proposed Operating Schedule

Open Public Hours:

High season, May-August:
Office hours 5 days per week
Gallery/Retail hours 6-7 days per week (12-7PM)

Off season(s)
Office hours 3-5 days per week
Labor Day-December 31: Gallery/Retail 4-5 days per week (12-5PM)
January-April: Gallery/Retail: reduced hours with monthly programming (TBD)

Events (all seasons):
Average 2-3 hour evening/afternoon programs per year: 24 (2 per month)
Other events average: 10

XIII. Primary Contact(s)

Shannon Stratton, Executive Director.
sstratton@ox-bow.org
773-870-5032

Steve Meier, Board President.
stevenchas53@gmail.com
708-220-0378

XV. Ox-Bow will occupy the property at 137 W Center Street, Douglas, Michigan and not sublease the property to other entities.

XVI. Lease/Purchase Offer:

Ox-Bow is proposing a triple net 3-year lease term with the option to purchase at the end of the lease for its currently appraised fair market value of $430,000. This time period allows us an opportunity to build a reputation and funding stream for off-campus programming to support the purchase of the property. Ox-Bow will assume all facilities and operations costs of the property during the lease term in exchange for its use at $14,400/a.

At this time we are unable to fully estimate the cost of our leasehold improvements without having conducted a feasibility study, but project any improvements will be made primarily in support of accessibility for clientele and minor improvements in order to make the space more compatible with an exhibition and retail environment, including lighting improvements and temporary walls, and a place of public assembly.

XVII. See attached B: signed proposal form

CITY OF DOUGLAS
SECTION 6
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OX-BOW
Name of Company/Organization

Authorized Signature of individual submitting proposal for above Company/Organization

S A. Stratton
Printed name of individual above

Sept 9, 2021
Date

SStratton@ox-bow.org
Email address

773-870-5032.
Phone

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

MEMORANDUM

To: **City Council**

From: **Rich LaBombard**
City Manager

Date: **December 6, 2021**

Subject: **Election Bylaw Adoption**

Following questions about the nomination and election process for mayor and mayor pro-tem, the City Manager was asked to provide information that would standardize the nomination, election, voting and counting process for the offices of Mayor and Mayor Pro-Tem. With respect to the Douglas City Charter, Open Meetings Act, The City of the Village of Douglas Council Rules, and Roberts Rules of Order……

City Council may review the proposed procedure, recommend changes, reject, or adopt the standard operating procedure into the City Council bylaws. The intent is to provide an easily referenced and standardized process that is available to all City Council members to follow for the election of Mayor and Mayor Pro-Tem.

I recommend City Council review the proposed election procedure and amend, reject or adopt the procedure into the City of the Village of Douglas City Council by-laws.

Annual Organizational Meeting:

Chapter III of "The Charter of the City of the Village of Douglas, Michigan" (Charter) describes the Organization of Government. Section 3.6 of the Charter defines the annual "Organizational Meeting of Council; Selection of Mayor and Mayor Pro-Tem." Specifically, the section states, "The Council shall hold its organizational meeting at the first regular meeting following the annual election of its members. At this time the Council shall elect a Mayor and Mayor Pro-Tem from its members." The section does not define a process for how the positions are nominated nor for how the election is conducted.

Motions Related to Nominations:

Whenever you need to specify how to come up with nominees, as you probably will for situations the bylaws don't cover, you use a motion related to the method of nominations. And whenever you want to specify when nominations can be made, you use a motion to open or close nominations. Collectively these motions are known as motions related to nominations.

A motion related to nominations:

- Can't interrupt a speaker who has the floor or a member making a nomination
- Must be seconded
- Isn't debatable
- Can be amended
- Requires a majority vote (except a motion to close nominations, which requires a two-thirds vote)
- Can be reconsidered if it's a negative vote to reopen nominations

Nominations:

Per Roberts Rules of Order, an organization can nominate candidates in several ways. The most appropriate methods for a Mayor and Mayor Pro-Tem election may include:

- By the Chair
- From the floor
- By ballot

Nominations by the Chair is used whenever the membership wants to rely on the presiding officer to recommend candidates. This form of nominations for the City Council seems only appropriate for the Mayor to nominate the Mayor Pro-Tem.

Nominations from the floor or open nominations, is used by the vast majority of situations in which members elect their own officers at a meeting. Nominations are taken when an election is pending. City Council may create rules to accept nominations at other times such as a meeting before the election meeting.

The process for making floor nominations is subject to the following rules:

- Recognition by the chair is not required to make a nomination.
- Nominations don't have to be seconded, but its not out of order for members to second a nomination to signal their endorsement.
- A person can nominate themselves.
- A member shouldn't offer more than one nomination to a position until all other members have had the opportunity to make nominations.
- If the bylaws don't prohibit it, a person can be nominated for more than one office.
- Nominees do not have to leave the room during the nominations, when the vote is taken, or when the vote is counted.
- A member can rise and decline the nomination during the nomination process.

- After each nomination, the Clerk repeats the name to the assembly.
- Nominations are taken for successive office in the order they are listed in the bylaws. (i.e. Mayor, then Mayor Pro-Tem).

Closing Nominations:

Motions to close nominations are not necessary because the nomination simply continues until no one wishes to make further nominations. When the nominations stop, the chair just declares nominations closed after making sure that no more nominations are forthcoming. Customarily, the chair accomplishes this by calling three times for more nominations.

According to Roberts Rules, a motion to close nominations is out of order as long as any member wishes to make a nomination. A motion to close nominations is usually not necessary unless it is apparent that members are nominating people just to honor them, and that the nominees have no intention of serving. Usually, the president closes nominations when no further nominations come forward from the assembly.

Nominations and the Minutes:

The City Clerk places all nominations in the minutes. The City Clerk lists nominations for each office in the order they are presented as given my members from the floor.

Conducting Elections:

The election is really nothing more than the handling of an assumed motion, with the question being on whom to elect to fill a position. Like any incidental main motion, an election can be decided by voice vote or by ballot; however, the Open Meetings Act (OMA) does not allow for secret ballots. The OMA requires that all decisions and deliberations of a public body must be made at an open meeting and the term "decision" is defined to include voting. The OMA prohibits a "voting procedure at a public meeting that prevents citizens from knowing how members of a public body have voted." Obviously, the use of a secret ballot process would prevent this transparency. All board decisions subject to the OMA must be made by a public vote at an open meeting.

Election by Ballot (Secret Ballot)

The Open Meeting Act (OMA) requires that all decisions and deliberations of a public body must be made at an open meeting and the term "decision" is defined to include voting (MCL 15.262(d) and 15.263(2) and (3). The OMA prohibits a "voting procedure at a public meeting that prevents citizens from knowing how members of a public body have voted" (OAG, 1977-1978, No 5262, at p 338-339). Obviously, the use of a secret ballot process would prevent this transparency. All board decisions subject to the OMA must be made by a public vote at an open meeting (*Esperance*, 89 Mich App at 464).

Organizational Meeting:

The City of the Village of Douglas Council Rules (Bylaws) last revised on May 20, 2019, adds some clarity to the organizational meeting and election process. As the first item of business at the first meeting following the annual city-wide election of its members, "the City Clerk shall administer the oath of office to the Council Members if the oat has not been previously administered. The second item of business shall be the election of the Mayor. The City Clerk shall also preside over the election of the Mayor. Per the Charter, the election may be by a partisan, nonpartisan, or preferential ballot, or by any other legal method of voting. The Council has established the following procedure for this election:

1. The Clerk shall call for nominations for the office of Mayor
2. When nominations are closed by majority vote, or no other nominations are forthcoming, the Clerk shall by voice or written ballot call for the public vote of each Council member
3. When one nominee receives a majority of the votes the members elected and serving; that nominee shall be declared Mayor.

If the Council Members present shall not cast a majority of one nominee, the City Clerk shall preside until a majority of Council Members elect one of its members to be the Mayor. The City Council may process on to the other agenda matters as they shall decide.

Once elected, the Mayor shall preside over the election of the Mayor Pro-Tem using the same procedure as noted above.